MICROFILM

START OF ROLL

ROLL NO.

45

F-186(12) North Plains-Barnes Rd. Sec., 1946
Sunset Hwy.
#2853

RECEIVED
MAR 10 1950
FOR FILING

F9-186(12)-(13)(64)

2853

March 8, 1950

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Sir:

Reference is made to our recent conversation concerning the claim of Birkemeier & Saremal for additional compensation on the contract for building the undercrossing structure which carries the Sunset Highway under the county road at Merle Station in Washington County.

Our records do not show that either Birkemeier & Saremal or you have ever made any formal claim for additional compensation. Mr. Birkemeier and Mr. Saremal discussed the matter on several occasions with Mr. Paxson, alleging that the curbs on the structure should be paid as concrete and not included in the payment made per linear foot for handrail. On each of these occasions they were advised that their claim was not in accordance with the specifications which are a part of the specifications for the contract, and that the claim could not be allowed.

This structure was constructed under the terms of the "Specifications and Contract Agreement for Highway Bridge Construction," issue of March 1, 1946. These specifications, in the last sentence of 2.4.27, read as follows:

> "If a bid is asked on handrailing, that portion of the railing including curbs which is above the surface of the deck or above the surface of the sidewalk, as the case may be, shall not be included in the yardage of concrete, but shall be paid for as handrailing."

In view of the above, we do not consider the claim justified and cannot recommend it for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams

Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
MAR 22 1950
FOR FILING

R.H. Baldock

ruary 23rd, 1950

FINAL COST ANALYSIS

Contract No. 2853
North Plains-Barnes Road
7-186(2)-7186(13) & 7-186 (14)

Porter W. Yett, Contractor
B. Dean, Resident Engineer

Prefix 34-1051-201(43)
Sunset Highway

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*I - Merle County Road Undercrossing Structure:						
Shoring, Cribbing Etc.	100%		$	$	$7,000.00	$7,000.00
Structural Excavation	252.6	Cu. Yd.	8.00	8.00	2,020.80	2,020.80
Furnish Treated Piling	4,801.1	Lin. Ft.	1.50	1.50	7,201.65	7,201.65
Drive Piles	96	Each	50.00	50.00	4,800.00	4,800.00
Class "A" Concrete	401.5	Cu. Yd.	44.00	44.00	17,666.00	17,666.00
Metal Reinfocement	102,128	Lb.	0.10	0.10	10,212.80	10,212.80
Metal Handrails	514	Lin. Ft.	9.00	9.00	4,626.00	4,626.00
*II - Merle Railroad Undercrossing Structure:						
Shoring, Cribbing Etc.	100%				2,000.00	2,000.00
Structural Excavation	1,132.5	Cu. Yd.	8.00	8.00	9,058.00	9,058.00
Furnish Treated Piling	12,300	Lin. Ft.	1.50	1.50	18,450.00	18,450.00
Drive Piles	246	Each	50.00	50.00	12,300.00	12,300.00
Class "A" Concrete	508.32	Cu. Yd.	44.00	44.00	22,366.08	22,366.08
Metal Reinforcement	37,917	Lb.	0.10	0.10	3,791.70	3,791.70
*III - Railroad Shoofly Trestle:						
Structural Steel	100%				3,200.00	3,200.00
Furnish Untreated Piling	4,732.9	Lin. Ft.	0.75	0.75	3,549.68	3,549.68
Drive Piles	109	Each	50.00	50.00	5,450.00	5,450.00
Untreated Lumber	43.78	M-FBM	250.00	250.00	10,945.00	10,945.00
PA #1, Install Guard Rail on Trestle	1.85	M-FBM	275.00	275.00	508.75	508.75
PA #1, Fasten Ties	100%				135.00	135.00
*IV - Rock Creek Bridge						
Shoring, Cribbing Etc.	100%				5,500.00	5,500.00
Structural Excavation	186	Cu. Yd.	10.00	10.00	1,860.00	1,860.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furnish Untreated Piling	1,700	Lin. Ft.	$0.75	$0.75	$1,275.00	$1,275.00
Drive Piles	34	Each	50.00	50.00	1,700.00	1,700.00
Class "A" Concrete	201.61	Cu. Yd.	44.00	44.00	8,870.84	8,870.84
Metal Reinforcement	46,191	Lb.	0.10	0.10	4,619.10	4,619.10
Metal Handrail	214	Lin. Ft.	9.00	9.00	1,926.00	1,926.00
PA #2, Conc. Catch Inlets	2	Each	50.00	50.00	100.00	100.00
PA #2, 12" Corr. Metal Pipe	80	Lin. Ft.	2.50	2.50	200.00	200.00
PA #2, Struct. Excavation	8	Cu. Yd.	2.00	2.00	16.00	16.00
#V - Road Work:						
Wood Sight Posts	290	Each	5.00	4.85	1,406.00	1,450.00
2"-0" Rock in Subbase	95,411	Cu. Yd.	1.80	1.98	188,999.78	171,739.80
4"-2" Rock in Base	26,726	" "	1.80	1.98	53,046.12	48,106.80
3/4"-0" Rock in Base	35,026	" "	1.80	1.98	69,386.50	63,046.80
Sprinkling	1,386	M-Gal.	2.50	2.37	3,291.36	3,465.00
Class "B" Asphaltic Concrete	49,508.79	Ton	5.90	5.09	252,000.91	292,101.86
Preparation of Base	11.73	Mile	200.00	36.00	422.30	2,346.00
3/4"-0" Rock in Binder Course	1,474	Cu. Yd.	2.40	2.91	4,289.34	3,537.60
Furn. & Place Aggregates	677	" "	4.00	3.36	2,274.72	2,708.00
RC-3 in Binder Course	287.73	Ton	30.00	21.65	6,229.46	8,631.90
151-200 Asphalt	75.75	"	30.00	23.22	1,758.92	2,272.50
PA #3, Fill Material	257	Cu. Yd.	0.25	0.29	73.89	64.25
Haul Fill Material	3,851.3	Yd. Mi.	0.12	0.074	285.77	462.16
Furn. & Place Mineral Aggregate	140	Cu. Yd.	4.00	3.33	466.60	560.00
151-200 Asphalt	18.51	Ton	30.00	23.24	430.31	555.30
PA #5, 8" Perf. Metal Pipe	2,900	Lin. Ft.	2.00	1.84	5,328.54	5,800.00
8" Corr. Drain Pipe	3,712	" "	1.20	0.91	3,360.66	4,454.40
Ditch Excavation	6,612	Cu. Yd.	0.40	0.31	2,049.48	2,644.80

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #5, Sand Backfill	969	Cu. Yd.	$4.10	$3.96	$3,838.92	$3,972.90
PA #6, 18" Conc. Culv. Pipe	51	Lin. Ft.	3.10	2.36	120.34	158.10
Struct. Excavation	14.52	Cu. Yd.	4.00	2.79	40.57	58.08
PA #7, Cement Adjustment in Favor of State	- 57.4	Bbl.	2.45			- 140.63
Force Account					1,356.06	1,341.84
					$771,804.95	$790,685.86

*Work subcontracted to Birkemeier & Saremal.

#Work done by Porter Yett.

Gross Revenue	$790,685.86
Total Cost	771,804.95
Net Profit	$ 18,880.91

Net Profit Equals 2.4% of Gross Revenue

North Plains-Barnes Road

Detail of Cost

Labor:

Supervision	$3,966.30	
Labor	40,539.93	
State Industrial Accident Insurance	654.41	
Unemployment Insurance	1,275.19	
Social Security	425.06	
		$46,860.89

Materials:

2"-0" Cr. Rock (at Heaton Plant)	95,441	cu. yd.	at $0.65	$62,017.15	
4"-2" " " " "	26,726	" "	" 0.65	17,371.90	
3/4"-0" Cr. Rock (at Heaton Plant)	36,500	" "	" 0.65	23,725.00	
Min. Aggregates " " "	817	" "	" 1.10	898.70	
RC-3 Road Oil (at Willbridge)	287.73	ton	" 15.50	4,459.82	
151-200 Asphalt (at Willbridge)	94.26	"	" 18.00	1,696.68	
8" Perf. Metal Pipe	2,900	lin. ft.	" 1.12	3,248.00	
8" Bands	144	each	" 1.68	241.92	
8" Conc. Drain Pipe	3,712	lin. ft.	" 0.43	1,596.16	
18" Concrete Pipe	51	lin. ft.	" 1.59	81.09	
Sand Backfill (Del. to Job)	969	cu. yd.	" 2.80	2,713.20	
Class "B" Asphaltic Concrete (at Beaverton Plant)	49,508.79	ton	" 4.00	198,035.16	
Wood Sight Posts	290	each	" 1.20	348.00	
					316,432.78

Equipment Rental and Misc. Supplies:

Equipment Rental, Owned	$29,666.00	
" " , Hired	3,401.00	
Hired Trucks, Including Drivers	167,454.95	
Gas, Oil and Grease	6,981.95	
Move In, Freight & Cartage	865.10	
Small Tools & Misc. Supplies	1,742.60	
P.U.C.	5,266.47	
Public Liability & Property Damage Insurance	425.06	
Bond	5,546.04	
Home Office & General Overhead	15,813.71	
		237,162.88

Birkemeier & Saremal, Subcontractor for Structures:

I	Merle County Road Undercrossing Structure (All Items)	$53,527.25	
II	Merle Railroad Undercrossing Structure (All Items)	67,965.78	
III	Railroad Shoofly Trestle (All Items)	23,788.43	
IV	Rock Creek Bridge (All Items)	26,066.94	
			171,348.40

Total Cost $771,804.95

North Plains-Barnes Road

Remarks:

This contract required crushed rock surfacing, asphaltic concrete paving and construction of various structures on an 11.73-mile section of the Sunset Highway. The project was bid and awarded on October 29th, 1946, work was started on March 15th, 1947, and the contract was completed on March 29th, 1949.

The intial work on the job was performed by Birkemeier & Saremal who held the subcontract for the structures. Their work was completed by October 1st, 1947.

As the grading contractors did not finish their work until October 1st, 1947, the contractor elected to stockpile rock adjacent to the east end of the project and did not start to place rock on the completed portions of the grade until July 25th, 1947. The work was performed spasmodically during the summer and fall of 1947 as finished grade became available and as the work could be coordinated with the surfacing of an adjoining project which was held by the contractor. Due to the early wet weather of the fall of 1947, the placing of rock was suspended on November 20th, and stockpiling was resumed. During the winter and spring months rock was stockpiled adjacent to the middle of the job, and this method was continued until June 10th, 1948. Placing of the material on the road was then resumed, and this work was completed on December 19th, 1948. All of the crushed rock was produced at the contractor's commercial plant near Scholls and the average haul to the job was 13.9 miles. Although the cost price of the rock in the bunkers at the commercial plant was quite low, the long haul and rehandling of the material brought the cost on the road well above the bid price. An average of 98 cu. yds. per working hour was placed, and plant production was about 70 yards per hour.

The asphaltic concrete was produced at the contractor's commercial plant situated at Beaverton and hauled an average distance of 8.2 miles to the job. Paving was started on September 25th, 1947, and continued until October 31st, 1947, during which period the work was divided between this contract and the adjoining one. The work was resumed on July 7th, 1948, and was then carried through until it was completed on September 9th, 1948. The excellent average of 101 tons was placed per working hour. The plant contained a 2,000-lb. pug mill, and the material was spread with a Barber-Greene paver. Due to excellent production and efficient street work, the paving items show a good profit although the contract was bid quite low, $110,000 below the next bidder.

The contractor realized a small profit due to the low price of the commercial rock, a minimum move in cost, which was also prorated between the two adjoining contracts, and to the excellent production achieved on the asphaltic concrete paving.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
APR 7 - 1950
FOR FILING

7-186 (13)

February 3, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the North Plains-Multnomah County Line Section, Project No. F-186 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Washington

FA or FAS Route No. FA-27

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	44	F-186 (13)	North Plains to Barnes Road	Survey-Plans					
				Right-of-Way					
				Construction	963,712	566,000	397,712		
				Total	963,712	566,000	397,712		
Requested Revision	44	F-186 (13)	Same	Survey-Plans					
				Right-of-Way					
				Construction	963,712	597,000	366,712		
				Total	963,712	597,000	366,712		

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change; Increase Federal funds to represent more nearly the permissible prorata amount.

Recommended for approval ____ District Engineer ____ (date)

Recommended: ____ Division Engineer ____ (date)

Approved: ____ Acting Commissioner ____ (date)

P-3868

Oregon State Highway Department   Federal Aid Project No. F-186 (13)

[illegible]

OF THE [illegible] HIGHWAY IN [illegible] COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 22, 1955

Road Type No. [illegible]
Roadway (Sta. [illegible] to 3147+20)(Contract No. [illegible])

300	only	Wood Slope Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 0" Rock in Subbase	1.80	133,200.00
27,000	cu. yds.	4" - 2" Rock in Base	1.80	48,600.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	63,720.00
3,600	M.Gals.	Sprinkling	2.50	9,000.00
49,700	tons	Class "B" Asphaltic Concrete	5.90	293,230.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	2.40	3,600.00
550	cu. yds.	Furnishing and Placing Aggregates	4.00	2,200.00
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	8,100.00
50	tons	Furnishing and Placing 150-200 Asphalt	30.00	1,500.00
			Subtotal	$566,996.00
			10% Engr. & Cont.	56,699.60
			Total	$623,695.60

Length of Roadway	11.734 miles
Cost per mile	$53,152.85

Road Type No. [illegible]
Roadway (Sta. 3147+20 to 3281+50)(Contract No. [illegible])

29,000	cu. yds.	2" - 0" Rock in Subbase	$ 2.20	$ 63,800.00
12,000	cu. yds.	4" - 2" Rock in Base	2.20	26,400.00
14,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	35,000.00
1,350	M.Gals.	Sprinkling	3.00	4,050.00
28,500	tons	Class "B" Asphaltic Concrete	6.00	171,000.00
2.52	miles	Preparation of Base	300.00	756.00
1,000	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	3,000.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	5,100.00
			Subtotal	309,106.00
			10% Engr. & Cont.	30,910.60
			Total	340,016.60

Length of Roadway	2.520 miles
Cost per mile	134,927.22

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Sta. 2525+36 to 3147+00)	$623,695.60	$386,366.60	$237,329.00
Roadway (Sta. 3147+00 to 3283+50)	340,016.60	210,633.40	129,383.20
	$963,712.20	$597,000.00	$366,712.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
OCT 4 1949
FOR FILING

7-186 (12) 7-186 (13) 7-186 (14)

2853

October 4, 1949

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 197 days, from September 15, 1948 to April 15, 1949, within which to complete your contract No.2853 for structures and paving on the North Plains-Barnes Road ~~Sec~~-tion of the Sunset Highway in Washington County.

I am pleased to inform you that the Highway Commission granted you an extension of time to March 29, 1949, the completion date of the contract, without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. T. Young,
Ass't. Division Engineer

H. G. Smith

NOTED ON CARD
10-4-49 gs

RECEIVED
OCT 3 1949
FOR FILING

7186 (12) 7-186 (13) & 7-186 (14)

2853

September 30, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2853, for paving and structures on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $23,662.73 will be made on or after October 10, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $790,685.86, of which amount $1,341.84 represents force account items. This contract was completed March 29 and accepted by the Commission September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: Continental Casualty Co.
Mr. Warner N. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Tate, Westenfelder & Berg, Inc.

NOTED ON CARD

9-30-49 gl

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SEP 14 1949
FOR FILING
78

4181-12-13-1

2853

September 9, 1949

Request for extension of time
No. 15
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. 2853, North Plains-Banks Road Section of the Sunset Highway, from September 15, 1948 to April 15, 1949.

Because of unfavorable conditions of the subgrade caused by extremely wet weather, additional subgrade drainage and subgrade corrections were necessary before paving operations could be completed.

The contractor has requested an extension to April 15, 1949, but, since the project was completed on March 29, 1949, I recommend the extension to that date without penalty. Mr. T. M. Davis, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

WCW:RHB:er

RECEIVED
SEP 2 1949
FOR FILING

7186(12) 7186(13) + 7G-186(14)

2853

File

August 31, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2853, North Plains-Barnes Road Section of the Sunset Highway, Ore. F-186 (12) from September 15, 1948 to March 29, 1949 to Porter W. Yett, Contractor.

Because of unfavorable condition of the subgrade caused by extremely wet weather, the additional subgrade drainage and subgrade operations were necessary before paving operations could be completed. The contractors requested an extension of time to April 15, 1949. However, the project was completed on March 29.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 7 1949
FOR FILING

7186-(12)-13+27-186(14)

2853

July 6, 1949

Mr. Porter W. Yett
6900 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

It appears that in connection with the performance of your contract with the State, which contract is identified as contract 2853, covering the surfacing of the North Plains-Barnes Road Section of the Sunset Highway, the McKay Creek bridge was damaged by a truck which was operated in connection with your said contract.

You immediately repaired or caused the damage to be repaired to the satisfaction of the State Highway Commission.

This letter is to advise you that the repair of the bridge has been done to the satisfaction of the State Highway Commission, and is approved by me as State Highway Engineer, and you are, therefore, relieved of any further liability with respect to said damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMD:nh hi
cc: Mr. J. M. Devers
Mr. W. C. Williams
Mr. G. S. Paxson

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1, 1949

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

It appears that in connection with Mr. Porter W. Yett's contract on the Sunset Highway a bridge known as the McKay Creek Bridge was damaged by one of Mr. Yett's truck men or by a truck operator working in connection with the Porter Yett contract. Mr. Yett made the repair, and I am advised by Mr. Paxson that the repair is satisfactory to the State and the State is ready to relieve him of any further liability.

The truck which did the damage, I believe, was covered by insurance, and Mr. Yett is seeking to recover reimbursement from the bonding company. Therefore, he has asked for a form of release.

I have prepared one in triplicate, and I enclose three copies and recommend that the original and a duplicate be signed by you and sent to Mr. Yett, and the other retained in the Commission's files. This form of release may not satisfy the insurance company, but the form they submitted did not satisfy me so I have prepared one which I think will cover the situation.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH
Enc.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 1, 1949

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Dear Sir:

It appears that in connection with the performance of your contract with the State, which contract is identified as ~~contract~~ No. 2853, covering the surfacing of the North Plains-Barnes Road Section of the Sunset Highway, the McKay Creek Bridge was damaged by a truck which was operated in connection with your said contract.

You immediately repaired or caused the damage to be repaired to the satisfaction of the State Highway Commission.

This letter is to advise you that the repair of the bridge has been done to the satisfaction of the State Highway Commission, and is approved by me as ~~Chief~~ Engineer, and you are, therefore, relieved of any further liability with respect to said damage.

____
~~Chief~~ Engineer

RECEIVED
MAY 19 1949
FOR FILING

F186- 12 -13 -14

2853

File

May 17, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 7 to establish the price of cement on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2853 in connection with Federal Aid Project No. F-186 (12), F-186 (13), and FG-186 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
DSP:md

RECEIVED
MAY 9 - 1949
FOR FILING

F-126-(12)--F186(13)+14

2853

May 5, 1949

NOTED
H. B. GLAISYER

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise that it is the intention of the State Highway Commission to make semi-final payment to Porter W. Yett, on contract No. 2853, covering structures and paving on the North Plains-Barnes Road Section of the Sunset Highway in Washington County. This payment, in the amount of $32,370.33, will be made on or after May 16, 1949. The retained percentage is $23,722.36.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Ave. Bldg.
Seattle, Wash.

Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
5-10-49

Form E-1—5M—1-46

7186-12
13
14

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 29th, 1949

Section North Plains- Barnes Road

Kind of work Paving and Structures

Highway Sunset

Section prefix 34-1051

Contractor Porter W. Yett

Contract number 2853

Date of contract October 29th, 1946

Date of completion November 30th, 1948

Date work started March 15th, 1947

Estimated date of completion March 29th, 1949

Amount of contract $ 739,472.00

Per cent of time elapsed Over 100 %

Estimated cost of completed project, exclusive of engineering $ 806,140.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 35,700.00, 80 %

Date project was completed March 29th, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate sent in April 28th 1949.

This is the final weekly report for this project.

NOTED
G. S. H.

RECEIVED
MAY 2 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed ABDean Res Engr

Address Portland, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		11.73			11.73
Miles partially completed					
Miles completed		11.73			11.73
Total estimated quantities		159,304 CY			49508.79 Tons
Estimated quantities moved or placed to date		159,304 "			49,508.79 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	Fair		
Wednesday	Sultry		
Thursday	Showers		
Friday	"		
Saturday	"		

RECEIVED
APR 1 1949
FOR FILING

F186 (12) F-186 (13) FG-186 (14)

2853

File

March 31, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on March 29, 1949 on Contract No. 2853, North Plains-Barnes Road Section in connection with Federal Aid Project No. F-186 (12), F-186 (13), FG-186 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DRP:md
cc: Forrest Cooper

RECEIVED
OCT 27
FOR FILING
7186-(12) 13+14

2853

October 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2853, North Plains-Barnes Road Section of the Sunset Highway, F-186 (12) (13) (14), from September 15, 1948, to November 30, 1948, to Porter W. Yett, contractor.

Due to the weather being unfavorable and an extremely wet subgrade, the paving operations and finishing of the shoulders, as well as completion of proper drainage, was materially delayed. For these reasons, I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 19 1948
FOR FILING

F 186 (12) F-186 (13) & F.H.-186(14)

2853

August 16, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. A, covering the furnishing and installing of 18-inch concrete culvert pipe at Station 278+00 on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2853, in connection with Federal Aid Project No. F-186 (13).

This work is necessary to take care of drainage water from a field which is now running onto the shoulder of the road. It is desired to take this water across the road at this location.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/ge

Encl.

RECEIVED
JUL 19 1948
FOR FILING

7186(12) F186(13) 7186(14)

2853

July 14, 1948

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 107 days, from June 15 to September 15, 1948, within which to complete your contract No. 2853 covering the North Plains-Barnes Road Section of the Sunset Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

cw

cc - A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48, gl.

RECEIVED
JUN 24 1948
FOR FILING

F-186-12
F 186-13
F 186-14

June 23, 1948

2853

Request for Extension of Time
No. 9
June 28 and 29 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto a request of Porter W. Yett for an extension of time from June 15, 1948 to September 15, 1948, on his contract No. 2853, North Plains-Barnes Road Section of the Sunset Highway in Washington County.

On December 29, 1947, you granted an extension of time on this contract to June 15, 1948. Owing to the very unusual and severe weather conditions prevailing during the past winter and spring, the subgrade on the Sunset Highway has not dried to a stage that would permit the placing of any pavement and very little rock surfacing. The Contractor has produced all of the rock necessary for the project and placed it in stock piles. He has been ready to proceed with the work on the section at any time that we would permit, but in order to secure a stable and satisfactory pavement we could not permit the placing of materials when the subgrade was not in a satisfactory condition, and requested the Contractor to refrain from work until conditions are suitable.

Under these conditions I recommend that the extension, as requested, be granted without penalty, which request is concurred in by Mr. F. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

RECEIVED
JUN 21 1948
FOR FILING

~~F-186 (11)~~
~~F-186 (12)~~
~~FG-186 (14)~~
2853

June 21, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2853, North Plains-Barnes Road Section of the Sunset Highway, F-186 (12) to Porter W. Yett, Contractor, from June 15, 1948, to September 15, 1948.

Owing to the very unusual and severe weather conditions during the past winter and spring, the subgrade on this project has not dried to a stage that would permit the placing of any pavement, and very little rock surfacing. The contractor has produced all the rock necessary for this project and has placed it in stock piles. He has been ready to proceed with the work at any time that we would permit, but, in order to secure a stable and satisfactory pavement, we could not permit the placing of materials under the present subgrade conditions. For this reason, I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

RECEIVED
JUN 4 1948
FOR FILING

F-186(12)
F 186(13)
Fg-186(14)

✓
c.o #5141

June 3, 1948

J. A. Pettit, M. D.
610 S. W. Alder Street
Portland 5, Oregon

Dear Dr. Pettit:

The season has been so wet that it has been impossible to start any paving operations on the Sunset Highway but I assure you that everything possible will be done to complete the pavement as soon as a stable job can be done.

Sections as completed by the contractor will be opened for traffic, but we can give no exact sequence for completed sections, as the contractor will work on intermittent sections by reason of subgrade conditions.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:hi
cc: N. G. Smith

ASSIGNMENT

No. 5146

[illegible]TION: Let 5/15/48 from J.A.Pettit, M.D., Portland, re section of Sunset Hwy.

DATE: 5/27/48 ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ______________________________

REPORT RECEIVED: 6-2-48 h

REMARKS:

JOSEPH A. PETTIT, M. D.
610 S. W. ALDER STREET
PORTLAND 5, OREGON

May 15, 1948

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

Thanks for your recent letter advising me about the approximate date for the completion of the pavement on the new section of the Sunset Highway.

When you gave me a ride over this road some months ago, you stated that the use of various sections as completed would be open to the public, just as at the present time we are able to use the section which sidesteps Cedar Mill. Looking beyond this, I note some very favorable signs of an additional stretch of road and I am wondering if there is some possibility of the utilization of this in the near future.

Thanking you in advance for any information you can give me, I am

Yours truly,

J. A. Pettit

J. A. Pettit, M.D.

JP ma

RECEIVED
MAY 27 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 30 1948
FOR FILING

F-186 (12)
F-1[illegible] (13)
#2[illegible]53 F[illegible] (14)

April 29, 1948

J. A. Pettit, M. D.
610 Southwest Alder Street
Portland, Oregon

Dear Dr. Pettit:

With reference to completion of the Sunset Highway between Cedar Mill and North Plains, owing to the very unseasonable weather we have had the past two months it does not appear that this section will be completed and open to traffic before September 1. In ordinary seasons we would be paving long before this, but this year the weather has not permitted the placing of a single ton of asphaltic pavement on any road project in the state.

The contractor has some three or four months paving work and as soon as weather will permit the project will be rushed to completion as fast as conditions will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

DR. JOSEPH A. PETTIT
DR. RALPH M. PRAG
DR. JAMES H. GRELLE
DR. JOHN A. HUGHES
DR. LEO SCHNEIDER
PHYSICIANS AND SURGEONS
DR. H. H. FOSKETT
CONSULTING PATHOLOGIST

610 SOUTHWEST ALDER STREET
PORTLAND, OREGON

April 17, 1948

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

Referring to the contemplated completion of the new highway from Cedar Mill to North Plains and the trip which you kindly gave me a few months ago, I am wondering if you have anything further to tell me regarding a possible earlier completion of this link than you anticipated at that time.

Thanking you in advance, and with kind personal regards, I am

Very truly yours,

Pettit

J. A. Pettit, M.D.

JP ma

RECEIVED
APR [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 12 1948
FOR FILING

F-186 (13)
F-186 (13)

May 7, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 5, covering the furnishing and installing of 8-inch perforated drain pipe on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2853, in connection with Federal Aid Project F-186 (13).

This work is necessary to provide adequate drainage at the Merle Crossing cut and east of the Cornell Road Crossing. The work has been discussed on the job with Mr. Stoddard.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

VED
ILING

F-36 (12)
F-18a (13)
F-18c (14)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 23, 1948

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

After considerable investigation and study of the existing road conditions on the Barnes Road-North Plains Section of the Sunset Highway, Mr. Porter, Mr. Young and myself have arrived at the following modifications in the existing plan which, we feel, are necessary to reasonably assure a stable sub-grade, as well as a stable, finished road surface.

1. Sub-Grade. It is believed necessary to get more adequate drainage in most of our cut sections. Mr. Porter has been able to get ditches in a number of the shallow cuts. Drainage at these locations is believed to be adequate. We have four major cuts with outside ditches, where I believe that improvement and drainage is required. There are three feasible ways to improve this drainage. These are:

a. By installing perforated, corrugated metal pipe, which we would propose to install about four feet out from the edge of the pavement, or under the shoulder section. The estimated cost of this would be $23,000, which includes excavation, finishing and installing pipe and back filling with about 1/4-#10 sieve pea gravel.

b. The installation of perforated, concrete pipe which, due to the lesser strength of the concrete pipe, would be installed approximately at the shoulder line. This is estimated to cost $18,000.

c. The opening of a ditch approximately one foot deep in the existing ditch line. This would narrow the existing rock shoulder to approximately five feet in place of the nine and one half shoulder now called for. This ditch is estimated to cost $3500.

I would recommend that we install the galvanized, corrugated metal pipe four feet from the edge of the existing pavement, as this seems to offer the greatest possibility of stabilizing the sub-grade under the pavement, and the least possibility of fouling up under traffic conditions. Mr. Porter is working out a Price Agreement for this with Porter W. Yett and we are submitting same for your approval within the next few days.

2. In addition to the drainage of the sub-grade, we feel very definitely that additional base strength will be required through nearly all cut sections, and in some of the particularly bad cuts we should have either additional or a better seal against mud working up. The 2" minus is varied somewhat between the upper and lower limits of fines and in these sections the fines should definitely be stepped up, or what might be more satisfactory, a lift of 3/4 minus, high in fines, put on first. Additional base thickness could more satisfactorilly be gained by an additional thickness of 2" minus, and could also be obtained by another lift of 4"-2" in places, but this would have to be tapered out with 2" minus. It is believed that the additional rock required would cause an overrun of approximately $25,000 in the contract quantities set up for this rock. Some thought has been given to additional thickness of paving, and this might be desirable in some spots but it is believed that greater value and more good could be obtained by using the money mentioned above and increasing our rock thickness.

It is estimated that the total cost of the items mentioned above, as well as other contingencies not presently provided for, would run into an additional cost of approximately $50,000. We have approximately $20,000 remaining in our contingency allowance. This would indicate the necessity for an additional allowance of about $30,000 to complete the job as recommended above, and I would recommend that allowance for this job be increased by that amount.

Very truly yours,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS/bd
cc: R. L. Porter

D
7-47
ILING

F-166 ([illegible])
F-166 (12) F-166 (14)
2853

Referred to
Admr
Law & Legal
Opinions & Decisions

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2nd, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I have read Porter Yett's letter of February 19th, advancing further arguments as to why the State should pay for the maintenance of Washington County roads, and I think he is entirely inconsistent due to the fact that he is hauling from a commercial quarry, the use of which was not contemplated under the contract.

It is true that we have made agreements with the counties on many contracts to enable the contractors to haul during bad weather, and we have done this to a certain extent on Porter Yett's job. Therefore, I feel we have helped him sufficiently and that it is not unreasonable to expect him to carry the maintenance on the rest of the job. I do not feel we should be intimidated by his threats of action because the Sound Construction & Engineering Company did not finish quite as soon as Yett expected. He has produced all the material of which his plant was capable, and I do not see how any delay in the finishing of the Sound contract has any bearing on the necessity for hauling during the winter months. That has been occasioned solely because he persisted in producing all the rock from his commercial plant.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

You have requested my opinion with respect to the State's obligation, if any, relative to the claim made by Porter Yett for compensation to cover the cost incident to the maintenance of a county road over which he elected to haul materials from his own quarry for use in the performance of his Contract No. 2853 covering the construction of the North Plains-Barnes Road Section of the Sunset Highway in Washington County.

It appears from the letters which have passed between the Engineer and Mr. Yett the claim has its basis in two facts:

a. Mr. Yett elected to procure the needed road materials from his own quarry and thus rejected the State's quarry which was made available to the Contractor, which election made necessary the hauling of the materials from the quarry to the job over a county road.

b. The County Court was of the opinion that the extra burden which the Contractor's operations would impose on the county road would, because of weather and other conditions, tend to deteriorate the road surface, thus imposing upon the County extra maintenance costs, which extra costs the County required the Contractor to assume as a condition to his using the road.

The Contractor does not dispute the County's contention that his operations will cause extra damage to the county road, but the Contractor contends that such extra cost should be and is an obligation of the State, rather than of the Contractor.

A reference to the provisions of the contract and an examination of the law should give the answer to the issue raised by Mr. Yett. The provisions of the bid proposal, which provisions are also provisions of the contract, disclose with respect to the source of materials under the heading "Acceptable Source of Rock", the following:

> "Rock of suitable quality for use in the construction of the rock base is obtainable from a quarry site located about 5.3 miles northerly (along existing county road) of the highway at Station 2837. This quarry site is known as the 'Krueger Quarry Site' and is located in Section 36, Township 2 North, Range 2 West, W. M., approximately one half mile northeast of the Town of Rockton."

The above quarry was made available to the Contractor without cost.

Then there were some suggested or prospective sources of materials, but the Contractor was advised with respect to those that no guaranty was made with respect to the quantity or quality of materials.

The Contractor was also given this advice: "If the Contractor elects to take material from any source other than the above-mentioned Krueger Quarry Site, he shall himself acquire the right to take materials therefrom, and all royalties and other costs shall be borne by him." He was also advised that all expense involved in developing and operating other sources must be borne by the Contractor, including the clearing and grubbing, the removing of overburden, the wasting of unsuitable material, and the construction and maintaining of hauling roads.

It is apparent that the Contractor passed up the State-owned or controlled quarry and the suggested sources, and elected to procure the materials from his own quarry which required that a county road, now in controversy, be used for the movement of the materials from the Contractor's quarry to the site where they could be incorporated into the highway.

County concluded that the Contractor's use of its road for the transportation of road materials from the Contractor's quarry to the job would, because of weather and other conditions, require extra maintenance, and the County said to the Contractor that if he used its road he must bear the maintenance due to his operations.

I assume from an examination of the contract that had the Contractor chosen or elected to get the necessary materials from the Krueger Quarry, no question relative to maintenance of a county road would have arisen, for I understand that whatever mileage of a county road the Contractor would have to use in moving the materials from the Krueger Quarry to the job would have been taken care of by the State.

The provisions of the bid, which are likewise the provisions of the contract, definitely state that if the Contractor chose a quarry other than the Krueger Quarry, all extra or additional expense involved would be his obligation and burden.

The county road in question is a public highway and as such is available to the Contractor to the same extent that it is available to all other members of the general public, and the Contractor was within his rights when he proceeded on that assumption. But the members of the general public are charged with knowledge of the authority vested in the County Court to impose certain restrictions or limitations on the use of that road whenever the County Court found such action to be in public interest. Section 115-394, O. C. L. A., vests in a county court authority to close a road to any particular kind of traffic or to limit the weight of load that may be transported thereover whenever in the judgment of the court weather or other conditions make such action necessary. Under the terms of that section the county court could close that county road to the hauling thereover of rock, sand, or gravel, or any other commodity if the county court was of the opinion that such action was in the public interest and was prompted by reason of weather or other conditions.

It may appear to the layman unreasonable to charge all users of the highway with a knowledge of the law and therefore a knowledge that the county court could restrict Mr. Yett's operations, but nevertheless, that is the law of the land and Mr. Yett's ignorance of that rule of law does not place on the Commission an obligation to meet the results of the County's ruling, nor does it, in my opinion, furnish lawful authority for the Commission to meet the expense which the Contractor now has asked the Commission to stand.

It is, therefore, my opinion that no obligation rests on the Commission with respect to the claim urged by Mr. Yett, nor do I find any lawful authority which would, under the circumstances, justify the Commission in using Highway funds to pay the claim. I have not attempted to pass on the other issue raised by Mr. Yett; namely, a loss charged to delay on the part of Contractors, the completion of whose jobs affected the work covered by Mr. Yett's contract, for the reason that that issue has not been submitted to me and for the further reason that I do not have sufficient information to qualify me to express an opinion.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:avh

ORY POINT, OREGO HIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4386 PORTLAND 13, OREGON

February 19, 1948

Oregon State Highway Commission
Salem, Oregon

Attn: R. H. Baldock, Highway Engineer
Re: Maintenance, Washington County Roads

Gentlemen:

We are in receipt of your letter of February 9/48, having reference to our request for the maintenance of certain Washington County Roads being used for the transportation of materials for use on Contract #2853 - North Plains-Barnes Road Section and Contract #2892 - Barnes Road-Multnomah County Line Section of the Sunset Highway.

We do not concur with your interpretation as set forth in your letter of February 9/48. Namely, that the contracts provide that the contractor must maintain and bear all the expenses of hauling roads including State Highways, Political Subdivisions of Government Streets and County Roads.

You state that it cannot be assumed that your provisions in the contract, relating to maintenance of haul roads, do not cover a County Road as well as a private road. We do exactly make such assumption.

It is our understanding, belief and contention that the paragraph in Contract #2853, North Plains-Barnes Road Section of the Sunset Highway, refers to the use of roads from the quarry site to the nearest County Road or Public Highway in addition to reference to the disposal of overburden, developing and other provisions of the specifications having reference to State owned quarries; or the use by the contractor of a private source and such necessary roads as he may need in order to obtain access to a Public Highway; or the use of some privately owned route which may effect, at the contractor's discretion, a saving in the hauling distance to either the project itself or a Public Highway.

If your contention is correct, it must seem to have been an omission on the part of the Highway Commission because Contract #2892, Barnes Road-Multnomah County Line Section of the Sunset Highway, makes no reference or interpretation to any provision wherein the contractor maybe responsible for the use of any Publicly owned Highway or Road.

RECEIVED
[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

We request that you refer this matter for interpretation by the Legal Department of your Commission. If your contention is the Legal one, we shall immediately refer this matter to the Associated General Contractors with the view of having such provisions be made more definite, equitable and certain as to their meaning, if and when inserted in your proposals and contracts.

On or about February 6, we were ordered off certain Washington County Roads with loaded trucks by the Washington County Court, unless we would agree to assume the maintenance of said roads. The roads coming within the order were all regular established arteries, necessary to allow us to transport materials to our Projects. Because of this order, we are faced with considerable additional costs or cease work until such time as we may be allowed to operate on the routes upon which we based our costs. We contend this condition exists now because of the failure of the Contractors preceeding us to complete their work on schedule.

In light of such circumstances, we would appreciate you giving this matter further consideration as soon as possible.

Very truly yours,

PORTER W. YETT

By Porter W. Yett.

PWY/b

RECEIVED
FEB 17 1948
FOR FILING

F-174(12), F-186(13) 2
FD-186(14)
#2853

February 11, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Mr. Yett:

Receipt is acknowledged of your letter of February 9, having reference to a request of Washington County that you maintain Sorrento Road while you are using same as a hauling road and your request that the State assume the cost of maintenance.

It is not believed that the Highway Commission will give consideration to the maintenance of this road at State expense. It was felt that the State was going as far as it possibly could in providing for the maintenance of Walker Road and that in your contract we stipulated the Krueger (state-owned) quarry could be used for the project. Additional possible sources of material were listed but the contract definitely specified that if the contractor used any source other than the Krueger quarry, he would bear all expenses thereto including maintenance of hauling roads. It cannot be assumed that this does not cover a county road as well as a private road.

It is not believed that a load limit will be in effect on the county road more than a couple of months. During this time, if it appears to you that it would be too expensive to maintain the Sorrento Road, you can continue your operations by the hauling of materials over the state highway to Progress and thence to Beaverton.

We have agreed to maintain a section of Walker Road principally because the length of the section to be maintained is approximately the same as would have been the length of county road necessary to haul over from the Krueger quarry to the Sunset Highway at Merle Crossing.

We wish to aid you in every way we can to expedite the completion of the project but feel that the assuming of obligations to maintain additional county roads would be in violation of your contract and must, therefore, request that you work this matter out, either with Washington County or by hauling over the state highway as far as Beaverton.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - H. G. Smith
A. G. Skelton

—ROCKY POINT, OREGON SHIP TS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

February 9, 1948

Oregon State Highway Commission
Salem, Oregon

Attn: W.C.Williams,
Asst. Highway Engineer

Gentlemen:

We are in receipt of notice from the County Roadmaster of Washington County, Hillsboro, Oregon, that unless proper repair be made, and that we enter into a maintenance contract for the peiod of time we maybe hauling rock to our Sunset Highway Projects, they will immediately place a load limit on the Sorrento Road from the Scholls intersection about two miles west of Progress to the intersection of the Sorrento Road on the Beaverton-Tigard Highway, being approximately two miles in length.

We are referring to the agreement which you read at the recent Highway Commission meeting in Portland, at which time you stated, the State Highway Department had entered into a contract for the maintenance of Walker Road, said contract having identical conditions. We are however, enclosing one copy of the contract for your information.

We are referring this matter to you because we do not believe it an obligation on our part to be forced to maintain any public road in order to enable us to deliver materials for completion of our highway projects unless at the time of the award of the contract by the Highway Commission, there was notice of such conditions. In that event, we would be prepared to assume the obligation and have an opportunity to place such cost as might be involved in our original proposal.

We believe we have every right to assume, in the absence of any provisions in the specifications, that we have free access to all public highways leading to and from your projects. Further, that we have the right to assume that we may have access to your projects by using any public road advantageous to us.

Feb 8 to Lord

The necessity for the use of the county roads for our operations at this season of the year, is due to the fact that we were unable to operate only on limited portions of our contract because of the failure of the grading Contractors to complete their work in the early part of the Summer.

The Parker-Schram Company did not complete any grade for us until the latter part of July. The first section ready on our Contract #2853 was about three-fourths of a mile between the Bethany Road and the Rock Creek Bridge. Other sections of the grade between the Rock Creek Bridge and North Plains were partially ready for the placement of the rock base. However, none of these sections were accessible except by a circuitious route of access, none of which, the County Roadmaster would permit any hauling on even in the summer time.

It is true that some of these roads would have been sufficient to carry our trucks had it not been for the unusual wet Spring and early Summer. It is also true, notwithstanding the fact, that we received Contract #2853 on October 29/46, that the grading Contractors were permitted to leave their work in the late fall of 1946, and did not resume operations until late June and early July of 1947. Therefore every foot of the grade was fresh and had little or no time to dry and cure. Both grading Contractors preceding us on the project, worked their grade at such points and at such times as they so desired, notwithstanding the fact that our progress schedule and continuity of operating sections desired by us, were known at all times to the Engineer and both grading Contractors.

The loads and size of trucks used by us in our operations are all legally licensed and carry the legal load limits as provided by the Public Utilities Commission and the State Highway D epartment.

We believe that under the conditions and circumstances as hereinbefore set forth, it is the obligation of the Oregon State Highway Commission to provide and maintain suitable access roads, if necessary, to the satisfaction of Washington County Court. Failure of the grading Contractors preceding us to complete their work during early Summer, has placed additional costs of twenty cents per cubic yard upon our operations, due to the necessity of stockpiling and rehandling in lieu of placing materials directly upon the grade.

We desire to complete our work at the earliest possible date. Any additional costs for maintenance of hauling roads or additional mileage traveled unnecessarily because of the threatened restrictions of use of the Sorrento Road by the Washington County Court, will add an additional cost of not less than ten cents per cubic yard. This together with stockpiling and rehandling costs of twenty cents per cubic yard amounts to $25,000.00 or $30,000.00 additional costs, an amount that in view of our low contract figure, we do not think it reasonable or fair for us to be expected to assume.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

RECEIVED
FEB 10 1948
OREGON
STATE HIGHWAY COMMISSION

PWY/b

enc. (1)

AGREEMENT

THIS AGREEMENT, made and entered into this __________ day of __________, 194__, by and between PORTER W. YETT, hereinafter called the "Contractor", and WASHINGTON COUNTY, a political subdivision of the State of Oregon, hereinafter called the "County";

WITNESSETH

RECITALS:

1. Porter W. Yett, an individual, has heretofore entered into a contract with the Oregon State Highway Department, for the construction of the North Plains-Barnes Road Section of the Sunset Highway.

2. Said contractor is producing surfacing materials from his private quarry in Washington County in the vicinity of Scholls.

3. It is necessary for the contractor to haul certain materials over Sorrento Road.

4. It is recognized that said road is not in condition to permit the hauling thereover of heavy loads and therefore the County, by proper order, contemplates fixing and establishing load restriction.

5. The County, in an effort to cooperate with the State, has offered to permit the State's contractor to haul materials over said road for use in connection with the provisions of the contract with the State but said action on the part of the County is conditioned on the assumption of the Contractor's operations to maintain said road while same is being used by the Contractor.

NOW, THEREFORE, based upon the foregoing recitals, it is agreed by these parties as follows:

1. The County, for the purpose of cooperating with the Contractor, hereby agrees, subject to the conditions hereinafter set forth, to permit the Contractor to use said road, for the purpose of hauling thereover, road building materials from the privately-owned quarry near Scholls to the Section of the Sunset Highway now under contract.

2. In consideration of the County granting to the Contractor for his use in connection with the performance of his contract with the Oregon State Highway Department, the Contractor hereby assumes the obligation of maintaing said road and agrees to keep and maintain said road in a proper and satisfactorily condition.

3. In this connection it is recognized that the proper maintenance of said road thereof will require appropriate patching of such holes and breaks as may be caused by the Contractor's hauling operations.

4. The Contractor agrees that when he has completed all of the work covered by his contract with the State and no longer has occasion to use said road, to put the road in at least as good condition as it was on the date hauling commenced.

5. Should the contractor fail to carry out its obligation as specified herein, then the County may reinstate its load limit restrictions and the contractor shall conform therewith.

6. This agreement shall be in force and effect until the highway construction work covered by the contract between the Oregon State Highway Department and Porter W. Yett has been completed unless sooner terminated by mutual agreement of these parties or by breach of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

CONTRACTOR

____
Porter W. Yett

WASHINGTON COUNTY, acting by and through
its County Court

By____________________
County Judge

ATTEST:

____

By Jas. Lewis
County Commissioner

By H R Johnson
County Commissioner

RECEIVED
FEB 17 1948
FOR FILING

F-186 (13)
-14

February 9, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 3, covering the furnishing and placing embankment materials to fill in washouts on fill slopes on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2853, in connection with Federal Aid Project No. F-186 (13).

This work is necessary to reshape and replace materials in fills where washouts have occurred.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs
Encl.

RECEIVED
JAN 22 1948
FOR FILING

F-186(12), F-186(13) & Fg-186(14)

January 21, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 303 days, from November 30, 1947 to June 15, 1948, within which to complete your contract No. 2853 for the North Plains-Barnes Road Section of the Sunset Highway in Washington County.

It was the unanimous decision of the Highway Commission that the above request should be granted until June 15, 1948 without penalty. Except as to the length of time granted, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

NOTED ON CARD

1-21-48

RECEIVED
DEC 24 1947
FOR FILING

F-186 (12)
(13)
(14)

December 22, 1947

Oregon State Highway Commission

Gentlemen:

I enclose herewith a copy of a request of Porter W. Yett for an extension of time from November 30, 1947 to September 30, 1948, on Contract No. 2053, North Plains-Barnes Road Section of the Sunset Highway.

The grading contractors on this section were unable to finish the grading work in time to permit Porter W. Yett to surface more than a small part of his contract during the 1947 season. It therefore appears necessary to extend the time so as to permit the work to be completed during the 1948 season.

I feel that his inability to complete the work was beyond his control and I recommend that the extension of time, as requested, be granted without penalty.

This extension is concurred in by Mr. T. H. Davis, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: W. C. Williams
H. G. Smith

RECEIVED
DEC 8 1947
FOR FILING

FG 186 (14),
F 186 (12) +
F 186 (13)

#2853

December 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2853, North Plains-Barnes Road Section of the Sunset Highway, FG-186 (14), F-186 (12), and F-186 (13), from November 30, 1947, to September 30, 1948, to Porter W. Yett, contractor.

Because the grading contracts on this section were not completed by the dates specified in Mr. Yett's contract, he was unable to start placing the surfacing as soon as anticipated, and, on account of the unusually wet condition of the subgrade, it was not deemed advisable to try to force this job during inclement weather. I would recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

KW

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FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

E-186 (12)
E-186 (13)
EG-186 (14)

November 5, 1947

SUBJECT:

To: COPY

Porter W. Yett
6500 N. E. Ainsworth
Portland, Oregon

Dear Sir:

Confirming verbal instructions given you by Mr. R. L. Porter, Resident Engineer, please be advised that Mr. R. H. Baldock, State Highway Engineer, has directed that no further asphaltic concrete pavement be placed on either the Barnes Road-Multnomah County Line Section, contract 2892, or North Plains-Barnes Road Section, contract 2853, on the Sunset Highway for this season after October 31st.

These instructions from Mr. Baldock cover only placing of asphaltic concrete pavement and the placing of road oil, and does not effect other items of work in your contract.

As the date of completion on both of these contracts is November 30, 1947, it is suggested that you prepare and submit a standard Extension of Time Form for the extension of completion date on your contract until such time next summer that you estimate the job can be completed.

Yours very truly,

A. G. Skelton
Division Engineer

AGS:w
cc: R. H. Baldock
H. G. Smith
R. L. Porter
A. B. Dean

RECEIVED
OCT 15 1947
FOR FILING

F-186 (12)
F-186 (13)
FG-186 (14)

October 8, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 2 covering the construction of two concrete catch inlets and installation of pipe at the east end of the Rock Creek Bridge to carry drainage from bridge deck and end fills on the North Plains-Barnes Road Section of the Sunset Highway in Washington County, Contract No. 2853, in connection with Federal Aid Project No. FG-186 (14), F-186 (12) and (13).

This work was tentatively verbally approved by Mr. T. H. Davis October 1, 1947.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

Encl.

DBP:CW

RECEIVED
JUL 23 1947
FOR FILING

F-186 (13)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July3, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-186(13)
North Plains-Multnomah County Line
Section of the Sunset Highway

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

Form PR 2 (Revised 1946)

State Oregon WASpr 7273

Federal Aid Project No. F-126(13)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of October, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates. and the sum of Five hundred sixty-six thousand and 00/100 dollars ($566,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1920; Chapter 329, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 5235+56 in the SW 1/4 Section 1, T-1-S, R-3-W, W.M. and survey station 3083+50 in the NW 1/4, Section 4, T-1-S, R-1-E, W.M. except Station 2592+72.5 - 2595+77.5; Sta. 2805+55 - 2806+55; Sta. 3191+73.0 - 3195+65.0; Sta. 3277+07.85 - 3279+07.85, length 14.254 miles, in Washington and Multnomah Counties being Oregon Federal Aid project No. F-186(13), consisting of 14.254 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED
★ JUL 1 1947 ★
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five hundred sixty-six thousand and 00/100 dollars ($566,000.00), which does not exceed the authorized Federal pro rata share of nine hundred sixty-three thousand seven hundred twelve and 20/100 dollars ($963,712.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUN 11 1947
FOR FILING

F-186 (13)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the North Plains-Multnomah County Line Section, Project No. F-186 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWS:lh

Encl.

Oregon State Highway Department Federal Aid Project No. F-186 (13)

NORTH PLAINS-MULTNOMAH COUNTY LINE SECTION
OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

Roadway (Sta. 2528+36 to 3147+00)(Contract No. 2853)

300	only	Wood Sight Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 0" Rock in Subbase	1.80	133,200.00
27,000	cu. yds.	4" - 2" Rock in Base	1.80	48,600.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	63,720.00
3,600	M-gals.	Sprinkling	2.50	9,000.00
49,700	tons	Class "B" Asphaltic Concrete	5.90	293,230.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	2.40	3,600.00
550	cu. yds.	Furnishing and Placing Aggregates	4.00	2,200.00
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	8,100.00
50	tons	Furnishing and Placing 151-200 Asphalt	30.00	1,500.00
			Subtotal	$566,996.00
			10% Engr. & Cont.	56,699.60
			Total	$623,695.60

Length of Roadway 11.734 miles
Cost per mile $53,152.85

Roadway (Sta. 3147+00 to 3283+50)(Contract No. 2892)

29,000	cu. yds.	2" - 0" Rock in Subbase	$ 2.20	$ 63,800.00
12,000	cu. yds.	4" - 2" Rock in Base	2.20	26,400.00
14,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	35,000.00
1,350	M-gals.	Sprinkling	3.00	4,050.00
28,500	tons	Class "B" Asphaltic Concrete	6.00	171,000.00
2.52	miles	Preparation of Base	300.00	756.00
1,000	cu. yds.	3/4" - 0" Rock in Binder Course	3.00	3,000.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	5,100.00
			Subtotal	$309,106.00
			10% Engr. & Cont.	30,910.60
			Total	$340,016.60

Length of Roadway 2.520 miles
Cost per mile $134,927.22

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Sta. 2525+36 to 3147+00)	$623,695.60	$366,304.00	$257,391.60
Roadway (Sta. 3147+00 to 3283+50)	340,016.60	199,696.00	140,320.60
	$963,712.20	$566,000.00	$397,712.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department   Federal Aid Project No. F-186 (13)

NORTH PLAINS-MULTNOMAH COUNTY LINE SECTION

OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 24, 1947

Roadway (Sta. 2525+36 to 3147+00)(Contract No. 2853)

300	only	Wood Sight Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 0" Rock in Subbase	1.80	133,200.00
27,000	cu. yds.	4" - 2" Rock in Base	1.80	48,600.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	63,720.00
3,600	M-gals.	Sprinkling	2.50	9,000.00
49,700	tons	Class "B" Asphaltic Concrete	5.90	293,230.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	2.40	3,600.00
550	cu. yds.	Furnishing and Placing Aggregates	4.00	2,200.00
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	8,100.00
50	tons	Furnishing and Placing 151-200 Asphalt	30.00	1,500.00
			Subtotal	$566,996.00
			10% Engr. & Cont.	56,699.60
			Total	$623,695.60

Length of Roadway 11.734 miles
Cost per mile $53,152.85

Roadway (Sta. 3147+00 to 3283+50)

29,000	cu. yds.	2" - 0" Rock in Subbase	$ 2.75	$ 79,750.00
12,000	cu. yds.	4" - 2" Rock in Base	2.75	33,000.00
14,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	38,500.00
1,350	M-gals.	Sprinkling	2.50	3,375.00
28,500	tons	Class "B" Asphaltic Concrete	6.50	185,250.00
2.52	miles	Preparation of Base	300.00	756.00
1,000	cu. yds.	3/4" - 0" Rock in Binder Course	4.00	4,000.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	5,100.00
206	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
			Subtotal	$349,731.00
			10% Engr. & Cont.	34,973.10
			Total	$384,704.10

Length of Roadway 2.520 miles
Cost per mile $152,660.35

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Sta. 2525+36 to 3147+00)	$623,695.60	$350,071.00	$273,624.60
Roadway (Sta. 3147+00 to 3283+50)	384,704.10	215,929.00	168,775.10
	$1,008,399.70	$566,000.00	$442,399.70

Oregon State Highway Department

Federal Aid Project
No. F-186 (13)

Mult Co. line Sect.

NORTH PLAINS-BARNES ROAD SECTION

OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 12, 1946

Roadway (Sta. 2525+36 to 3147+00)(Contract No. 2853)

300	only	Wood Sight Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 0" Rock in Subbase	1.80	133,200.00
27,000	cu. yds.	4" - 2" Rock in Base	1.80	48,600.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	63,720.00
3,600	M-gals.	Sprinkling	2.50	9,000.00
49,700	tons	Class "B" Asphaltic Concrete	5.90	293,230.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	2.40	3,600.00
550	cu. yds.	Furnishing and Placing Aggregates	4.00	2,200.00
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	8,100.00
50	tons	Furnishing and Placing 151-200 Asphalt	30.00	1,500.00
			Subtotal	$566,996.00
			10% Engr. & Cont.	56,699.60
			Total	$623,695.60

Length of Roadway 11.734 miles
Cost per mile $53,152.85

Roadway (Sta. 3147+00 to 3283+50)

29,000	cu. yds.	2" - 0" Rock in Subbase	$ 2.75	$ 79,750.00
12,000	cu. yds.	4" - 2" Rock in Base	2.75	33,000.00
6,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	17,050.00
1,350	M-gal.	Sprinkling	2.50	3,375.00
28,500	tons	Class "B" Asphaltic Concrete	6.50	185,250.00
2.52	miles	Preparation of Base	300.00	756.00
1,000	cu. yds.	3/4" - 0" Rock in Binder Course	4.00	4,000.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	5,100.00
206	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
			Subtotal	$328,281.00
			10% Engr. & Cont.	32,828.10
			Total	$361,109.10

Length of Roadway 2.520 miles
Cost per mile $143,297.26

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Sta. 9929+36 to 7714+00)	$623,605.60	$358,459.00	$265,146.60
Roadway (Sta. 7147+00 to 3283+50)	361,199.10	207,541.00	153,658.10
	$984,804.70	$566,000.00	$418,804.70

October 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement and three copies of summary of Federal Aid Work to accompany plans and specifications for the North Plains-Barnes Road Section, Project No. F-156 (13).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JVH:[illegible]

Oregon State Highway Department

Federal Aid Project
No. F-186 (13)

NORTH PLAINS-BARNES ROAD SECTION

OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1946

Roadway (Sta. 2525+36 to 2705+00)

300	only	Wood Sight Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 6" Rock in Subbase	2.65	196,100.00
27,000	cu. yds.	4" - 2" Rock in Base	2.65	71,550.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.65	93,810.00
3,600	M-gals.	Sprinkling	2.00	7,200.00
49,700	tons	Class "B" Asphaltic Concrete	6.00	298,200.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	3.65	5,475.00
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	7,560.00
50	tons	Furnishing and Placing 151-200 Asphalt	30.00	1,500.00
330	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
60	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
		Subtotal		$685,241.00
		10% Engr. & Cont.		68,524.10
		Total		$753,765.10

687,248.50
687,248.61

Length of Roadway 11.734 miles
Cost per mile $64,237.69

Federal Aid Funds- -	$437,180.00
State Funds- -	316,585.10
	$753,765.10

755,973.35

SUMMARY OF FEDERAL AID WORK

NORTH PLAINS-BARNES ROAD SECTION

PROJECT NO. F-186 (13)

Former		Present			Length	
Section	Type	Type	Rdwy. Width	Sta. to Sta.	Former	Present
F-186 (9)	100	604	24	2525+36 to 2705+00	3.382	3.382
F-186 (12)	100	604	24	2705+00 to 2940+00	4.432	4.432
F-186 (8)	100	604	24	2940+00 to 3147+00	3.920	3.920

October 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request by phone, we are enclosing the test report for materials secured from the Krueger Quarry for use in connection with Project No. F-186 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GH
Encl.

NORTH PLAINS-BARNES ROAD SECTION

PROJECT NO. F-186 (13)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 10, 1946

Barnes Road - Multnomah Co Line Section

~~NORTH PLAINS-BARNES~~ ROAD SECTION

PROJECTS NOS. F-186 (12) AND F-186 (13)

While negotiations for rights of way are in progress, fifteen parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within eighteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 12, 1946

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

800 BEDELL BUILDING
PORTLAND 8, OREGON

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-186(13), Barnes Road - Multnomah County Line Section of the Sunset Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids. Concurrence in award will be withheld until the right-of-entry to all unacquired right-of-way has been secured.

Very truly yours,

F. M. DAVIS
District Engineer.

RECEIVED
MAR 3 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 8 1947
FOR FILING

F-186-12
F-186-13
FG-186-14

April 28, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for State Force Work covering the relocation of 77,000 volt power line to clear for construction of the Merle Undercrossing and Shoofly structures and replacing power line when construction is completed on the North Plains-Banks Road Section of the Sunset Highway in Washington County, Contract No. 2873, in connection with Federal Aid Project No. F-186 (12), F-186 (13) and FG-186 (14).

This work is necessary for clearance for construction of structures. Work is to be done by the Portland General Electric Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:EM
Encl.

RECEIVED
NOV 19 1946
FOR FILING

FAP 186-12

November 15, 1946

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending you this date, under separate cover, a preliminary set of plans for the Barnes Road-Multnomah County Line Section of the Sunset Highway, FAP No. 186 (12); and also four sets of prints (three sheets each) which show the traffic volumes and turning movements at the major points of channelization contemplated for improvement under the project.

The typical sections are not yet in form to be sent you, but for your information, we intend to use asphaltic concrete pavement on rock base, similar to the design used on the North Plains-Barnes Road Project. Regarding median strips on the highway roadbed, it is our present plan to use a solid Portland Cement Concrete raised median strip on widths of six feet or less (on the easterly portion of the project), curbs with landscaped interiors on widths from six to fifteen feet westerly to about Station 3251 and open landscaped median strips westerly thereof.

We plan to call for bids on this project the latter part of December and will endeavor to get complete plans, specifications and estimates in your hands at the earliest practicable date.

Very truly yours,

R. H. Baldock
State Highway Engineer

VOO'H:EM

RECEIVED
MAR 26 1947
FOR FILING

F186 (12) F-186 (13)
FG-186 (14)

March 20, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 15, 1947 on Contract No. 2853, North Plains-Barnes Road Section in connection with Federal Aid Project No. F-186 (12), F-186 (13) and FG-186 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBF:lh

RECEIVED
NOV 22 1946
FOR FILING

F-186(12), F-186(13)
+ FG-186 (14)

November 21, 1946

Porter W. Yett
6500 N.E. Ainsworth
Portland 13, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2853 which was awarded to you on October 29, 1946, by the State Highway Commission, covering structures and paving the North Plains-Barnes Road Section of the Sunset Highway in Washington County. This copy is for your records.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

W

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gl

RECEIVED
OCT 31 1946
FOR FILING

F-186(12), (13)
F 186(19)

October 30, 1946

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Sir:

The State Highway Commission on October 29, awarded you the contract for paving and construction of four bridges on the North Plains-Barnes Road Section of the Sunset Highway in Washington County. This award was based on your low bid of $739,472.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
G. S. Paxson

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

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DEC 3 1946
FOR FILING

F 186(12), F 186(13)
FG-186(14)

October 29, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Projects Nos. F-186(12), F-186(13) and FG-186(14), North Plains - Barnes Road Section of the Sunset Highway, to Porter Yett, Portland, Oregon, who submitted the low bid.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
NOV 2 1946
OREGON
STATE HIGHWAY COMMISSION

Jen

RECEIVED
DEC 3 1946
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

F-186(13)

October 14, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. F-186(13), North Plains - Barnes Road Section of the Sunset Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

One copy of the estimate which was revised in accordance with Mr. Probert's request is enclosed:

Very truly yours,

T. M. DAVIS
District Engineer

H A Stoddart
By H. A. STODDART
Senior Highway Engineer

Encl:

RECEIVED
OCT 16 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department

Federal Aid Project
No. F-186(13)

NORTH PLAINS-BARNES ROAD SECTION
OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1946

Roadway (Sta. 2525+36 to 3147+00)

300	only	Wood Sight Posts	$ 5.00	$ 1,500.00
74,000	cu. yds.	2" - 0" Rock in Subbase	2.65	196,100.00
27,000	cu. yds.	4" - 2" Rock in Base	2.65	71,550.00
35,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.65	93,810.00
3,600	M-gals.	Sprinkling	2.00	7,200.00
49,700	tons	Class "B" Asphaltic Concrete	6.00	298,200.00
11.73	miles	Preparation of Base	200.00	2,346.00
1,500	cu. yds.	3/4" - 0" Rock in Binder Course	3.65	5,475.00
550	cu. yds.	Furnishing and Placing Aggregates	3.65	2,007.50
270	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	7,560.00
50	tons	Furnishing and Placing 151-200 Asphalt	30.00	1,500.00
330	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
60	tons	Furnishing and Placing TR-9 Tar	25.00	(Alternate)
		Subtotal		$ 687,248.50
		10% Engr. & Cont.		68,724.85
		Total		$ 755,973.35

Length of Roadway 11.734 miles
Cost per mile $64,425.88

Federal Aid Funds- -	$ 438,460.00
State Funds- -	317,513.35
	$ 755,973.35

35-9302 Service Creek-Kimberly Rock
Production Project on the John
#2854 Day Highway. 1946

35-9302 Service Creek-Kimberly Rock
Production Project on the John
#2854 Day Highway. 1946

H.C. Williams
35-8302

RECEIVED
MAR 5 1948
FOR FILING

February 26th, 1948

FINAL COST ANALYSIS
Rock Production

Contract #2854
Service Creek-Kimberly Section

John Day Highway

A. L. Baxton & Sons, Contractors
L. H. Warfield, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Gravel in Stockpile	3,852.76	Cu. Yd.	$2.40	$2.90	$9,280.09	$11,173.00
½"-¼" Cr. Gravel in Stockpile	2,605.12	"	" 2.40	2.90	6,274.92	7,554.85
¼"-0" Cr. Gravel in Stockpile	1,609.97	"	" 2.40	2.90	3,877.91	4,668.91
Rejects	1,994.01	"	" 0.25	0.25	498.50	498.50
Haul Adjustment, Favor of Contractor	499.2	Yd. Mi.	0.12	0.12	59.90	59.90
					$19,991.32	$23,955.16

Gross Revenue	$23,955.16
Total Cost	19,991.32
Net Profit	$3,963.84

Net Profit Equals 16.5% of Gross Revenue

Detail of Cost

Labor:

Labor, Including Supervision	$8,196.76	
State Industrial Accident Insurance	183.75	
Social Security & Unemployment Insurance	306.53	
		$8,687.04

Equipment Rental & Miscellaneous:

Equipment Rental	$5,064.20	
Rented Equipment	56.00	
Rented Trucks, Including Drivers	1,641.10	
Gas, Oil & Grease	2,223.36	
Lumber	653.70	
Nails & Hardware	50.03	
Small Tools & Miscellaneous	568.56	
Insurance	200.00	
Bond	139.20	
Interest	339.13	
Freight	72.17	
Office & General Overhead	296.83	
		11,304.28

Total Cost $19,991.32

Breakdown of Costs

Item	Amount	Unit	Cost	Unit Cost
Move In & Set Up	8,067.85	Cu. Yd.	$4,339.11	$0.54
Load & Haul to Crusher	"	" "	3,956.72	0.49
Crush	"	" "	5,253.85	0.65
	Cost per Cu. Yd. in Bunkers		-	$1.68
Haul to Stockpile	8,067.85	Cu. Yd.	$4,737.86	$0.59
Stockpile	"	" "	907.65	0.11
	Cost per Cu. Yd. in Stockpile		-	$2.38

Remarks:

This was a "State Project", calling for the crushing and stockpiling of 8,000 cubic yards of crushed gravel.

The contract was bid and awarded to the contractor October 29th, 1946, but due to the large amount of work previously contracted for by the contractor the equipment was not moved to the job-site until June 13th, of the following year. The plant set-up was started June 14th; crushing began July 1st, and was completed August 1st. A total of 27 ten-hour shifts were required to produce 8,068 cubic yards of material, or an average of 31 cubic yards per hour elapsed time. Down time amounted to 38 hours and was due to the breakage of a crusher and to the large amounts of scrap iron and steel picked up and loaded by the shovel from previous jobs which clogged the crusher and necessitated burning out.

Equipment used by the contractor consisted of a two-crusher plant with one steel bin and one wooden bin, one scalping screen, one 3-deck separation screen, one 3/4-cubic yard shovel, one reject truck, two pit trucks, two trucks hauling to stockpile, one pickup and miscellaneous small equipment and tools. Hired trucks were used to supplement the two used by the contractor for all long stockpile haul.

The material encountered in the gravel bar ran very fine, averaging better than 50% waste. This was considerably more fines than normal for the gravel throughout the John Day River in this section and was attributed by the contractor to a prior contract which had excavated the bar and allowed the fines to build up through the area designated as the bar for this project.

The project was well-handled, costs were low considering the size of the project which required a heavy cost per cubic yard for move-in and set-up and a goor profit was made by the contractor.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
SEP 26 1947
FOR FILING

35-8302

#2854

September 25, 1947

Victor S. Risley, Agent
United Pacific Insurance Company
901 Southwest Washington
Portland 5, Oregon

Dear Sir:

You are hereby notified that state highway contract No. 2854 for work on the Service Creek-Kimberly Section of the John Day Highway in Wheeler County has been completed by the contractor, A. H. Saxton and Son, and that final payment in the amount of $794.88 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $23,955.16 and that no force account work was performed therein. This contract was completed on July 31, 1947, and it is anticipated that it will be accepted by the Commission at its meeting on October 21 and 22.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

dr

NOTED ON CARD

26-47 ff

Form E-1—5M—7-46

35-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 1, 1947

Section Service Creek-Kimberly

Kind of work Maintenance Materials in Stockpile

Highway John Day

Section prefix 35-8302

Contractor A.H.Saxton & Sons

Contract number 2854

Date of contract October 29, 1946

Date of completion Novemver 31, 1947

Date work started June 13, 1947

Estimated date of completion July 31, 1947

Amount of contract $23,200

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $24,310

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $1200, 5 %

Date project was completed July 31, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed this job Friday of this week.

H. W. LIBBY

T. G. SMITH

AUG 1 1947

NOTED
E. A PEASE

Signed

Address Fossil

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8050		
Estimated quantities moved or placed to date			8050		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			15		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
AUG 11 1947
FOR FILING

35-8302

August 8, 1947

United Pacific Insurance Co.
Victor S. Risley, Agent
901 S.W. Washington
Portland 5, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A.H. Sexton & Sons on contract No. 2854, covering the Service Creek-Kimberly Section of the ~~John~~ Day Highway, in Wheeler County. This payment, in the amount of $17,157.28, will be made on or after August 18, 1947. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
8-8-47 gl

RECEIVED
NOV 29 1946
FOR FILING

35-8302

November 27, 1946

A. H. Sarton & Sons
Rte. 2
Corvallis
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2854 which was awarded to you on October 29, 1946, by the State Highway Commission, covering rock production on the Service Creek-Kimberly Section of the John Day Highway, in Wheeler County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Recorded

RECEIVED
OCT 31 1946
FOR FILING

35-8328

October 30, 1946

#2854

A. H. Saxton & Son
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission on October 29, awarded you the contract for the Service Creek-Kimberly Rock Production Project on the John Day Highway in Wheeler County. This award was based on your low bid of $23,200.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert

26-1158 Jantzen Beach Sec. of the Pacific
Highway.
#2855 1946

RECEIVED
MAY 24
FOR FILING

26-1158

2855

21

JANTZEN BEACH SECTION
Contract No. 2855
Prefix 26-1158

NOTED
State Highway Engineer

Original Authorization	$130,694.63	
Additional Authorization	23,955.00 - Landscaping	
Total Authorization		$154,649.63
Expenditures:		
Contract Cost	$123,090.02	
Engineering Cost	12,361.17	
State Force	2,291.95	
Total Expenditures		137,743.14
Anticipated Final Cost		150,506.19

The above amounts taken from Final Estimate Release, dated 9/12/47.

State Force Order #271, for landscaping and planting: $11,575.00

Files

RECEIVED
FOR FILING
36-1127

2855

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Oct. 10, 1947

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	14225	2855	9-Final	Edlefsen-Weygandt Co.	3,848.87	316446	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

We have your notice of acceptance on this job.

aaw

NOTED ON CARD
10-10-47

ACCOUNTING DIVISION

By ________
Bookkeeping Dept.

Approved ________
Secretary

RECEIVED
1 1947
FOR FILING

26-1158

2855

September 19, 1947

Fidelity and "eposit Company
Clarence D. Porter, Agent
Failing Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway contract No. 2855 for work on the Jantzen Beach Section of the Pacific Highway East, in Multnomah County, has been completed by the contractor, Edlefsen-Weygandt Co., and that final payment in the amount of $3,848.87 will be made on or after September 29, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $123,090.02, of which amount $2,206.40 represents the amount of force account items. This contract was completed on May 27, 1947 and accepted by the Commission on June 17, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-19-47 gl

RECEIVED
JUL 30 1947
FOR FILING

26-1158

2855

July 29, 1947

Fidelity and Deposit Company
Clarence D. Porter, Agent
Failing Bldg., Agent
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Edlefsen-Weygandt Company, on contract No. 2855, covering the Jantzen Beach Section of the Pacific Highway East, in Multnomah County. This payment, in the amount of $5,620.26, will be made on or after August 8, 1947. The retained percentage is $3,687.87.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

7-29-47

Form E-1—8M—4-47

26-1158

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1947, 19

Section Jantzen Beach

Kind of work Grading and Paving

Highway Pacific East

Section prefix 26-1158

Contractor Edlefsen Weygandt Company

Contract number 2855

Date of contract Nov. 8, 1946, 19

Date of completion June 30, 1947, 19

Date work started Nov. 20, 1946, 19

Estimated date of completion , 19

Amount of contract $117,813.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $143,649.63

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 10,985.36, 154.1 %

Date project was completed May 27, 1947, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final estimate and supporting data submitted to Division Engineer on July 15, 1947

JUL 21 1947

H. W. LIBBY

NOTED A. PEASE

Signed D. J. Baker

Address P. O. Box 4644 Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
MAY 19 1947
FOR FILING

26-1158
2855

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 16, 1947
Salem, Oregon

SUBJECT: Jantzen Beach

NOTED
State Highway Engineer

To:

Mr. R. H. Baldock

At the instigation of Mr. Harvey Wells and in company with Messrs. Widdows, Booth, Williams I went over the Jantzen Beach job with Mr. Wells and sundry of his constituents and listen patiently to some thoughts they had with regard to changes. Many of the items discussed were of a relatively minor nature having to do with signing, pavement striping, shifting of bus stops, which Mr. Widdows will take care of.

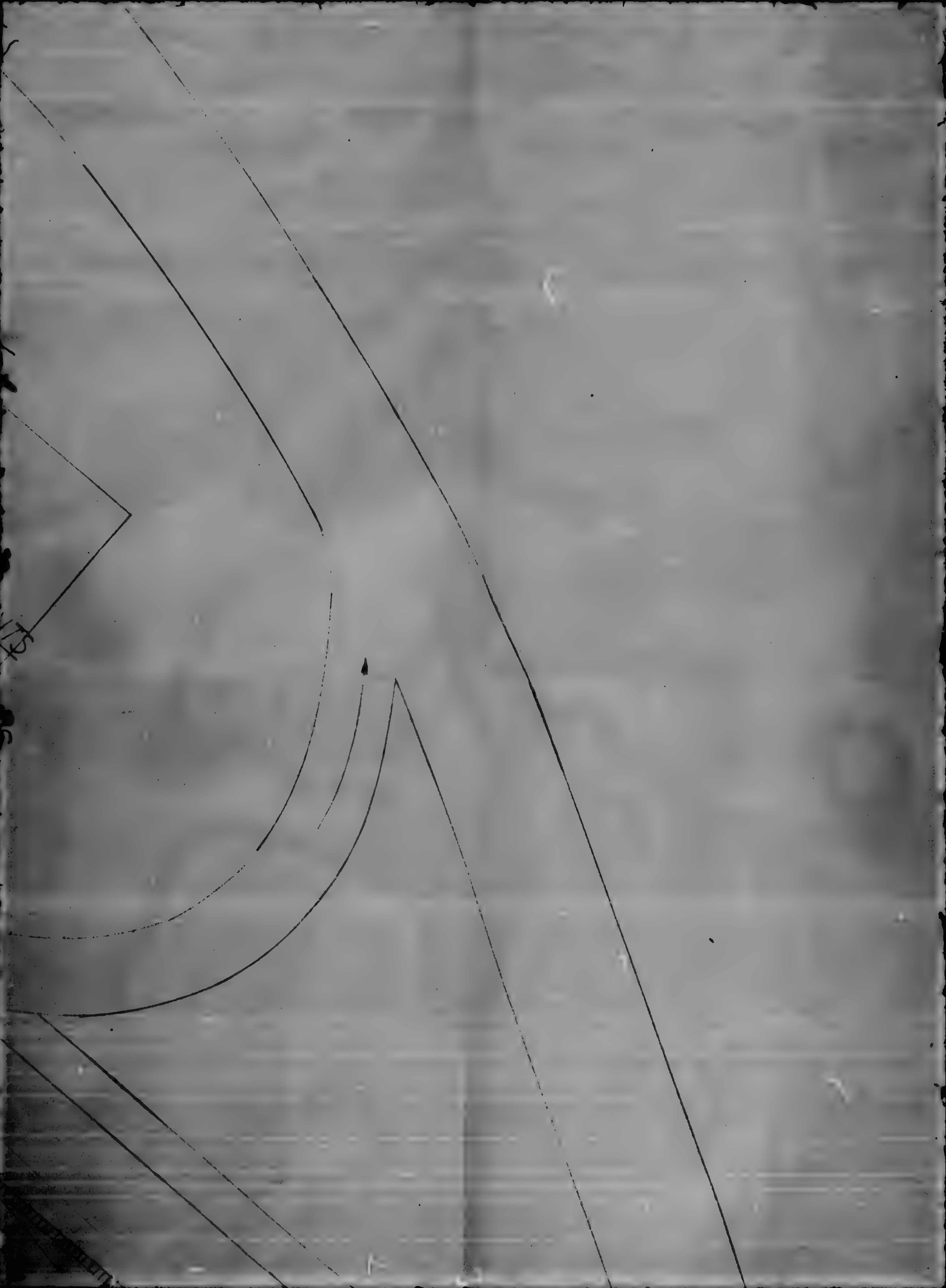
It was proposed to shorten the relatively short section of medial island lying on the south leg of the 4-way intersection which lies down in the flat in the Jantzen Beach Park area. I do not believe this would cause any great disruption of traffic in which we are concerned and believe we should proceed with the shortening of the island as requested. Mr. Williams is aware of this proposed change.

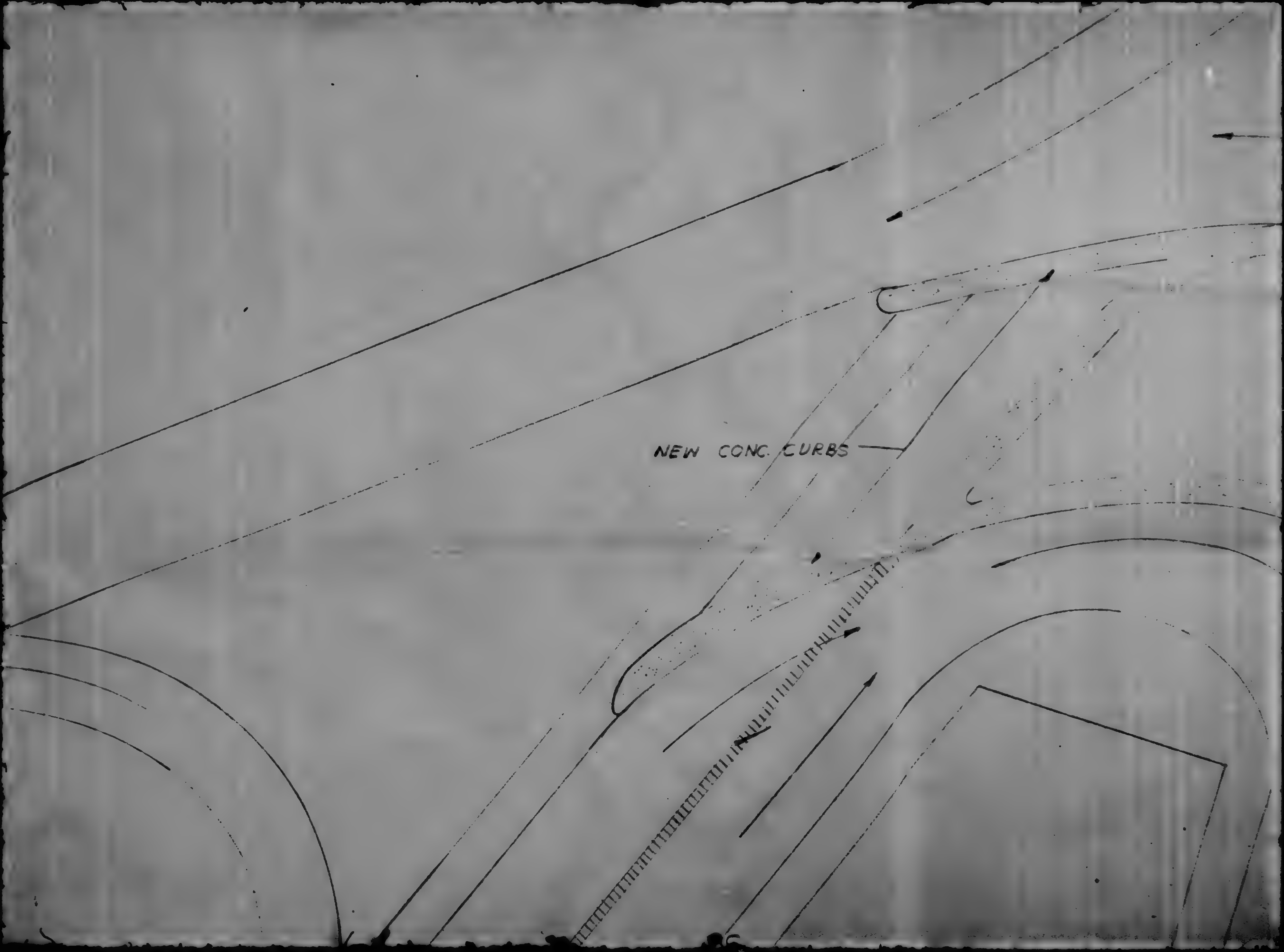
A suggestion of major importance and one which I would not recommend was the opening up of the old "barrel" under the highway which is presently designed for the exclusive use of pedestrians. Mr. Waddle is particularly concerned on this item. It seems that many of the people attending the night activities at Jantzen Beach Park are potential customers at his eating establishment and that at the present time many such potential patrons with an eventual destination in Portland "take off" on the Portland ramp, southbound out of the park (Connection "C") who upon getting up into the acceleration lane top side, see Waddles sign, wish to go there and can't get to it. It is true that opening up the old "barrel" would afford more direct connection for these potential customers; however, I reiterate that I would not recommend such a move. The reasoning behind such negative recommendation was explained to Mr. Waddle and I may say he is quite a reasonable person and can see our side of the picture but is naturally out for all the business he can get, particularly in off hours. As an alternative solution it was suggested to Mr. Waddle that the situation could probably be handled by the posting of one and possibly two high type animated neon signs in the park area and just outside of our right of way.

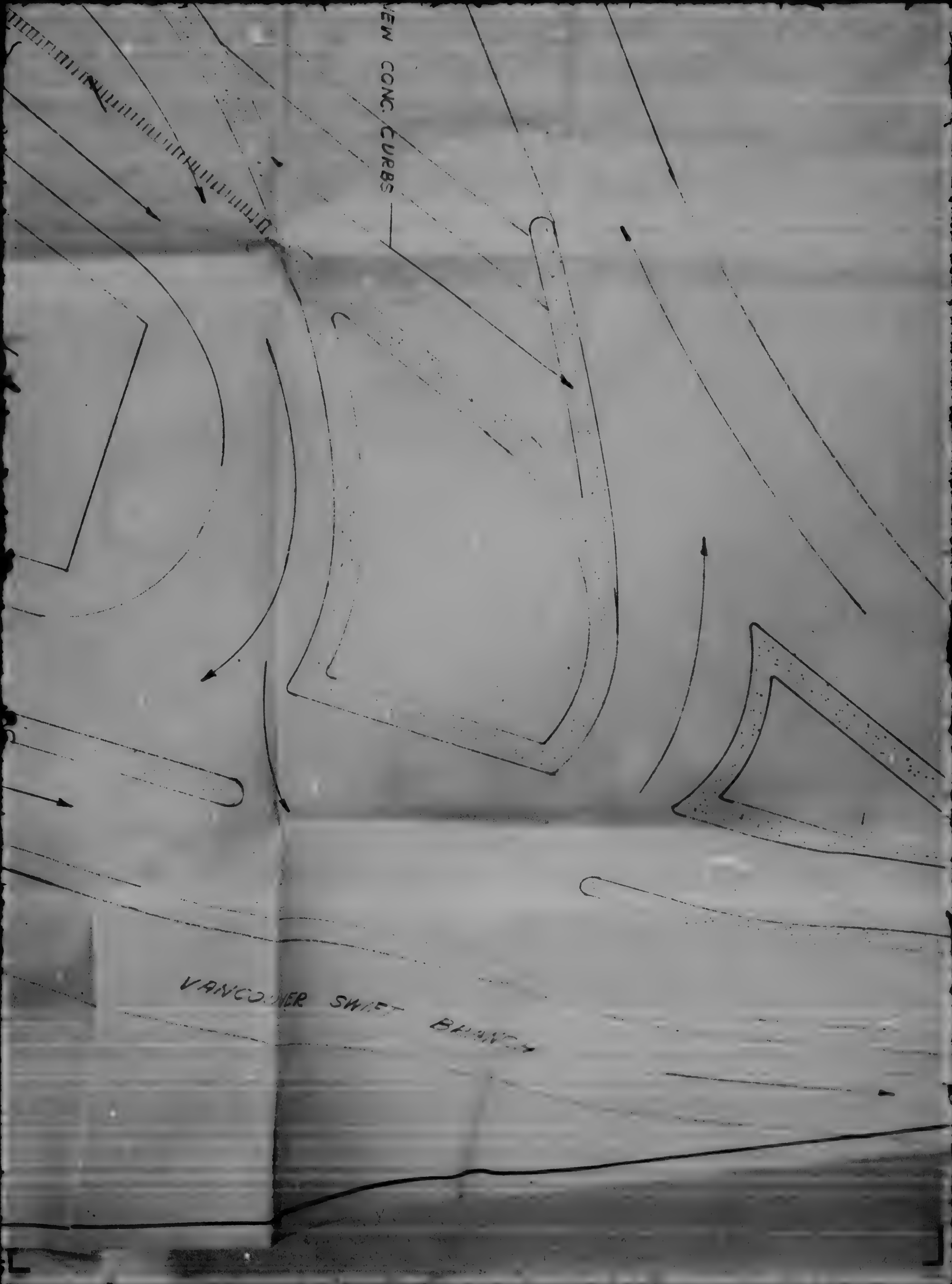
These things are rather difficult to explain by letter and I will be glad to go over it first hand if you so desire.

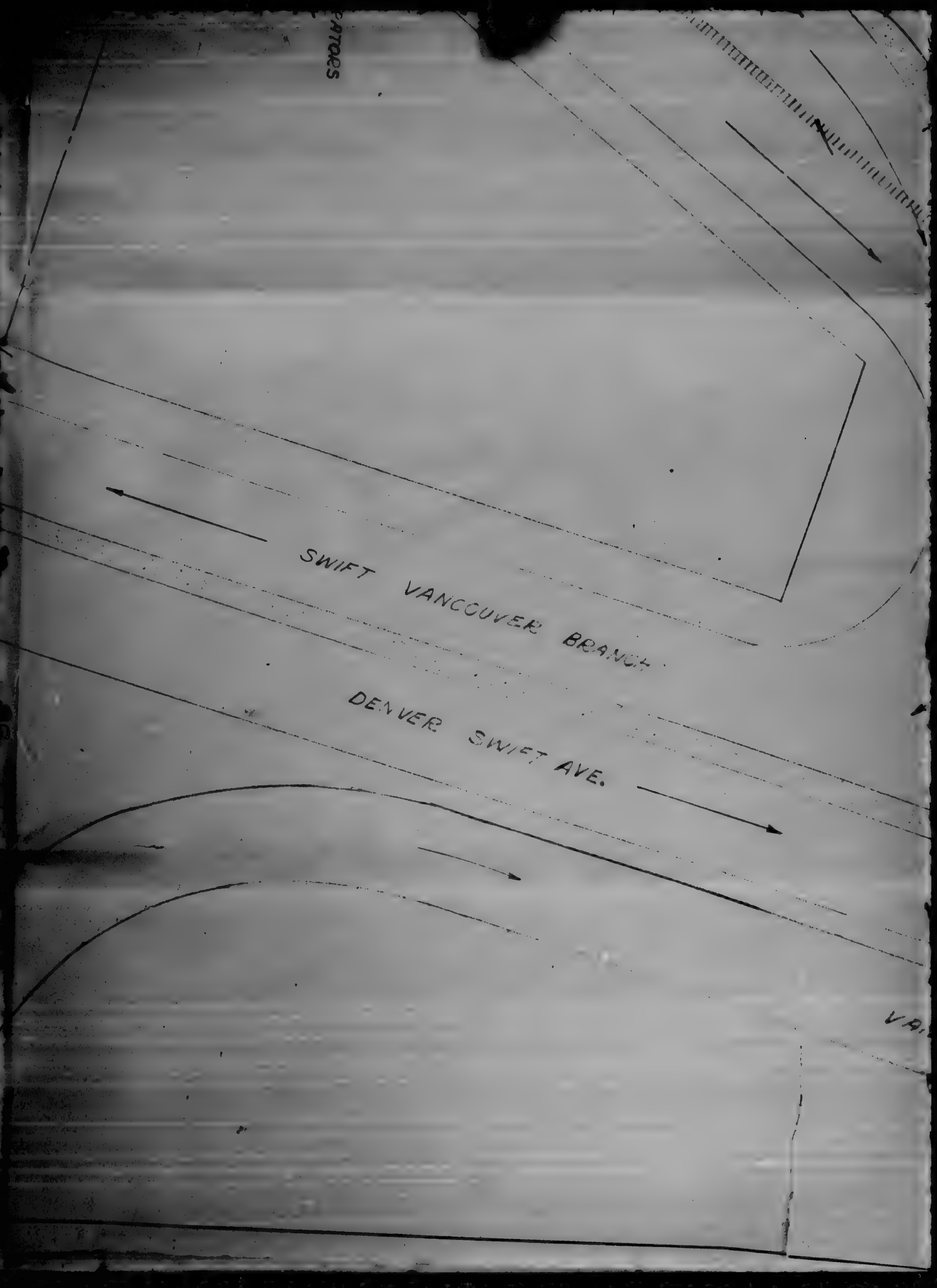
F B Crandall
F. B. Crandall
Acting Traffic Engineer

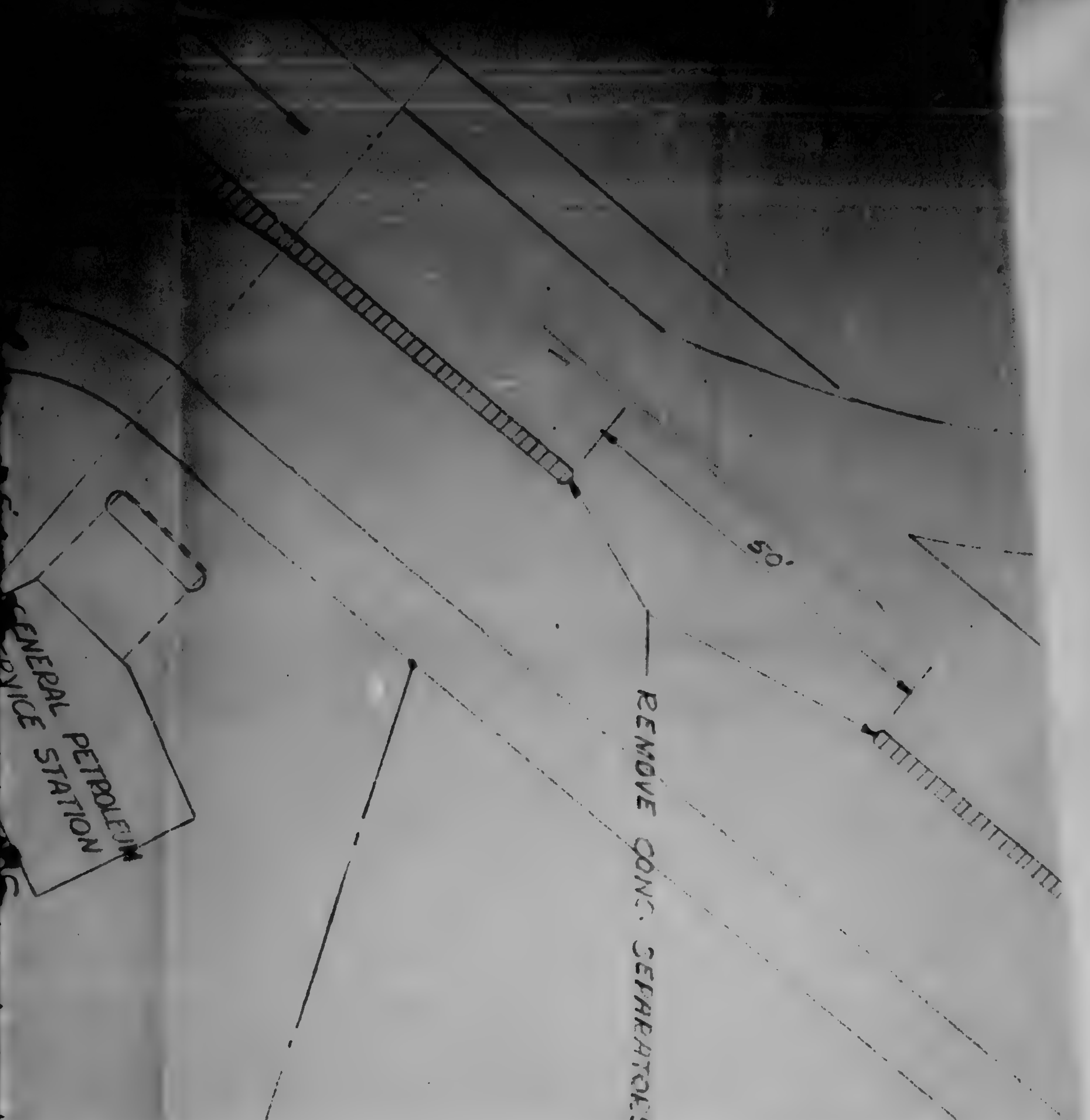
aj

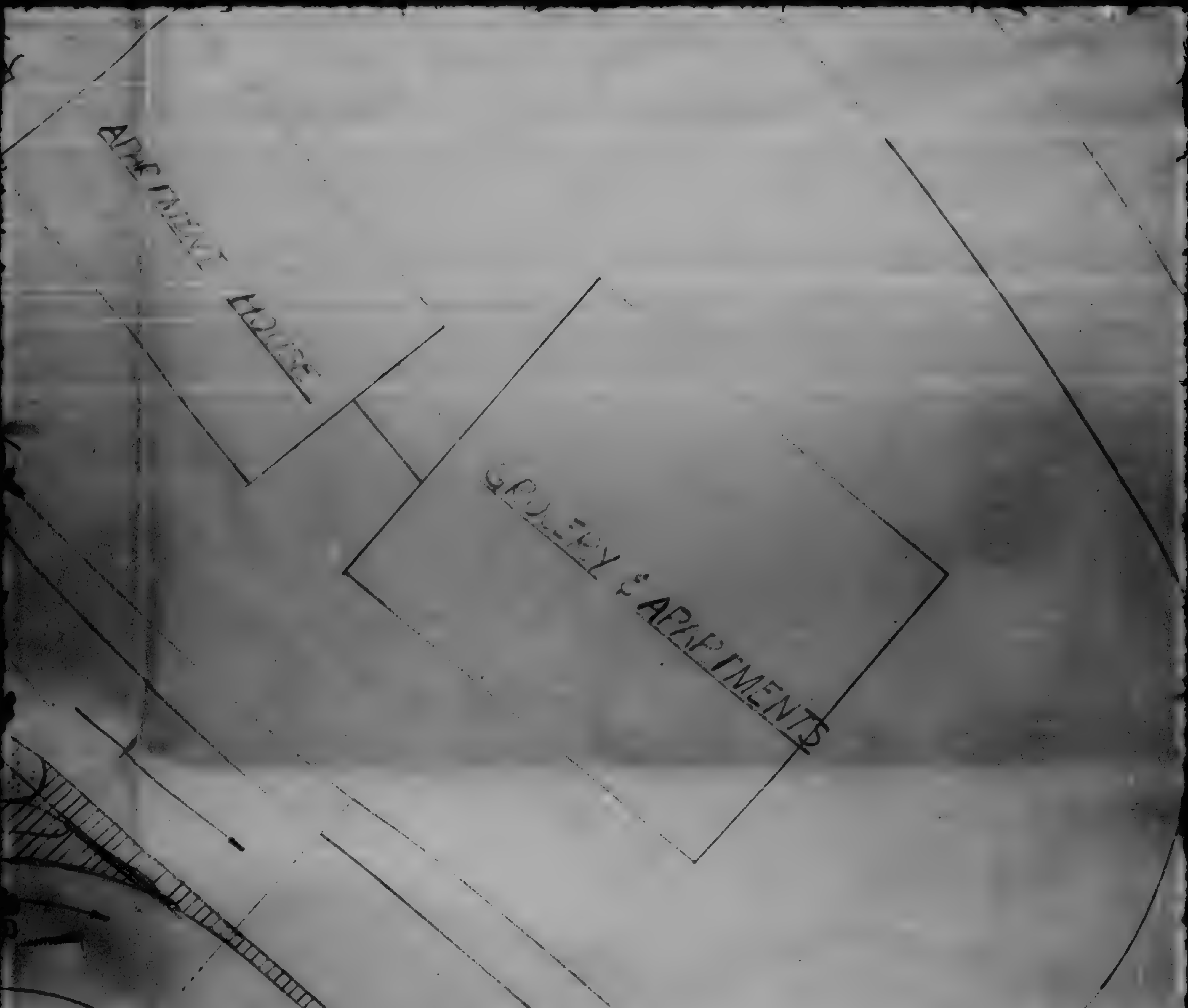


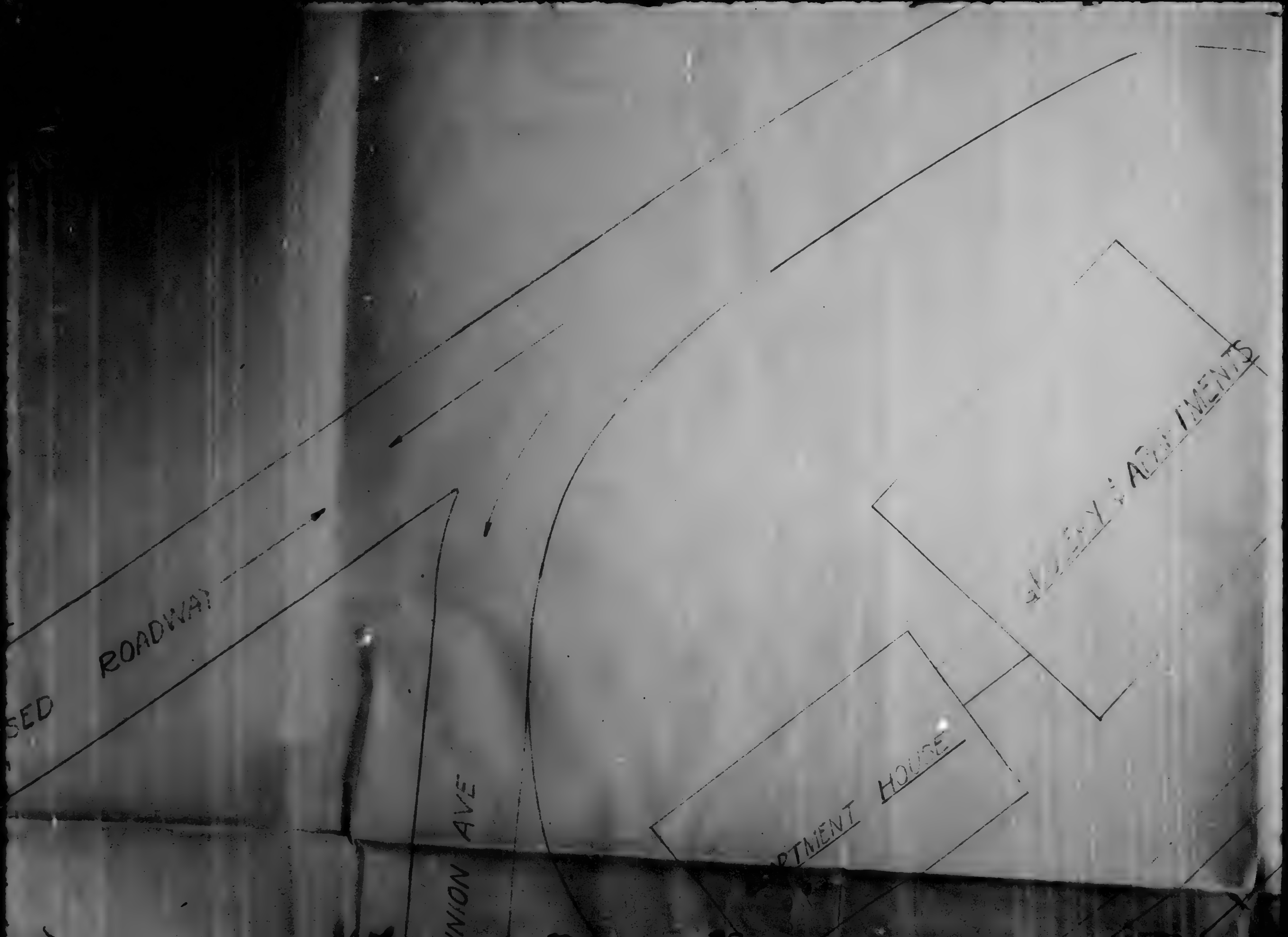

NEW CONC CURBS


NEW CONC. CURBS
VANCOUVER SWIFT BRANCH

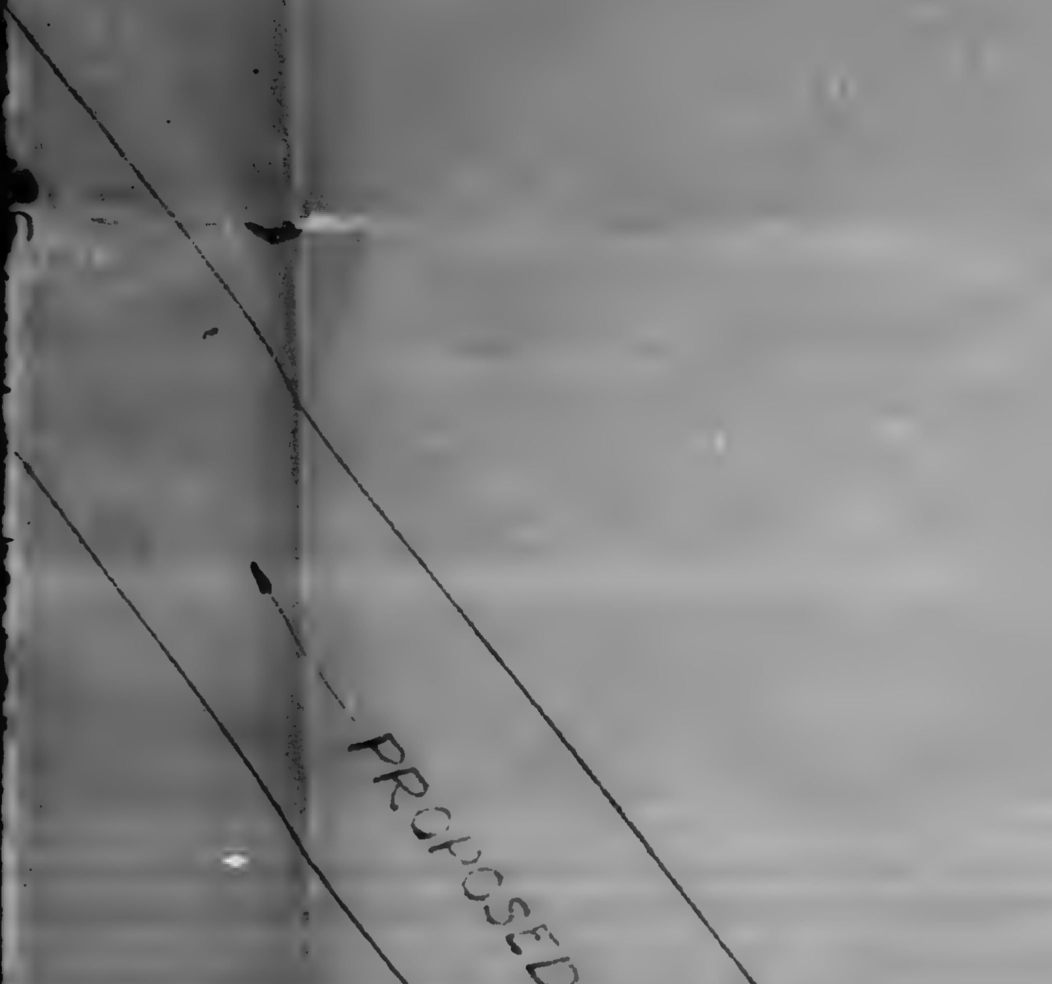

ATOES
SWIFT VANCOUVER BRANCH
DENVER SWIFT AVE.
VA

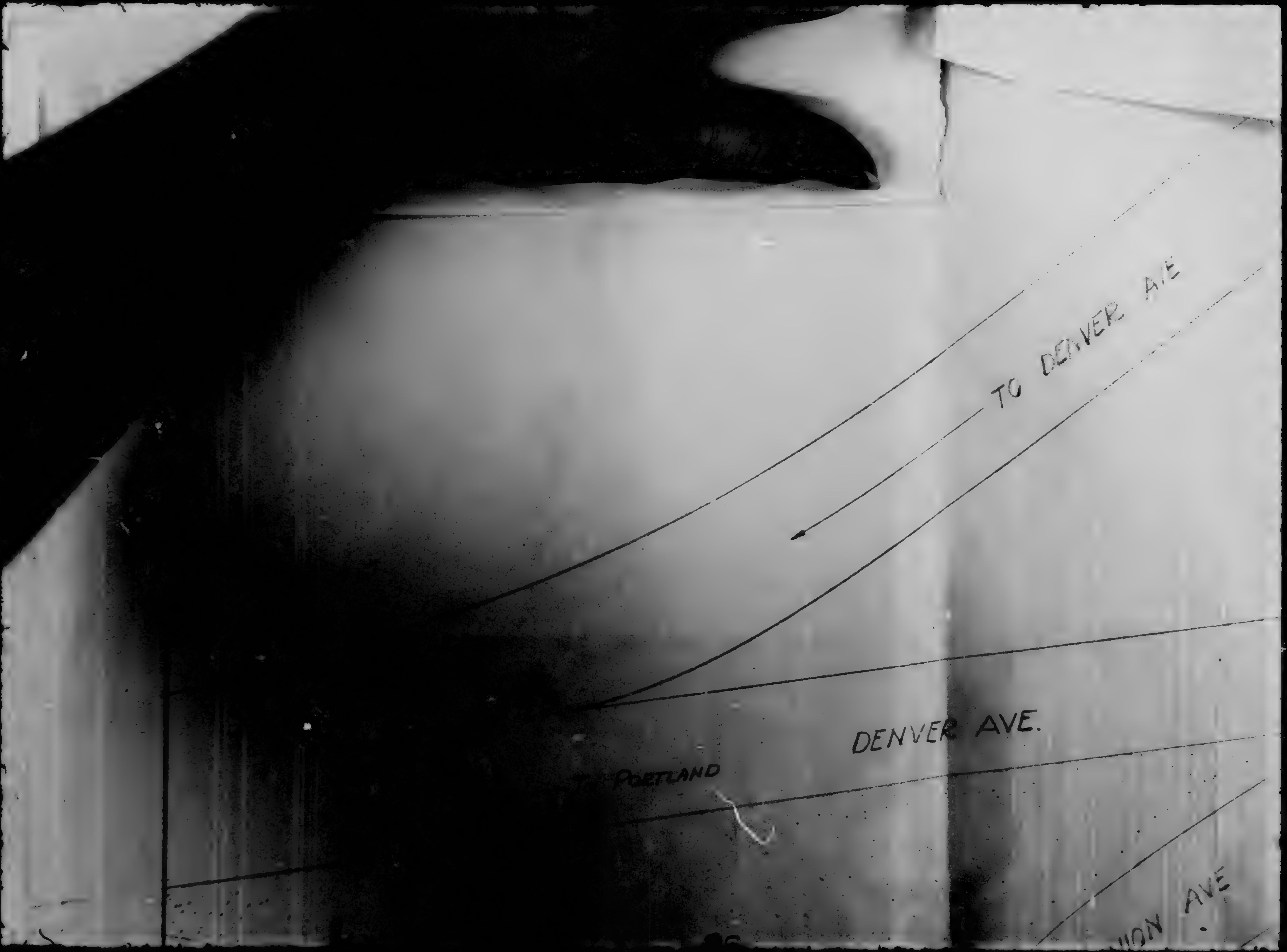

GENERAL PETROLEUM
SERVICE STATION
REMOVE CONC. SEPARATORS
50'

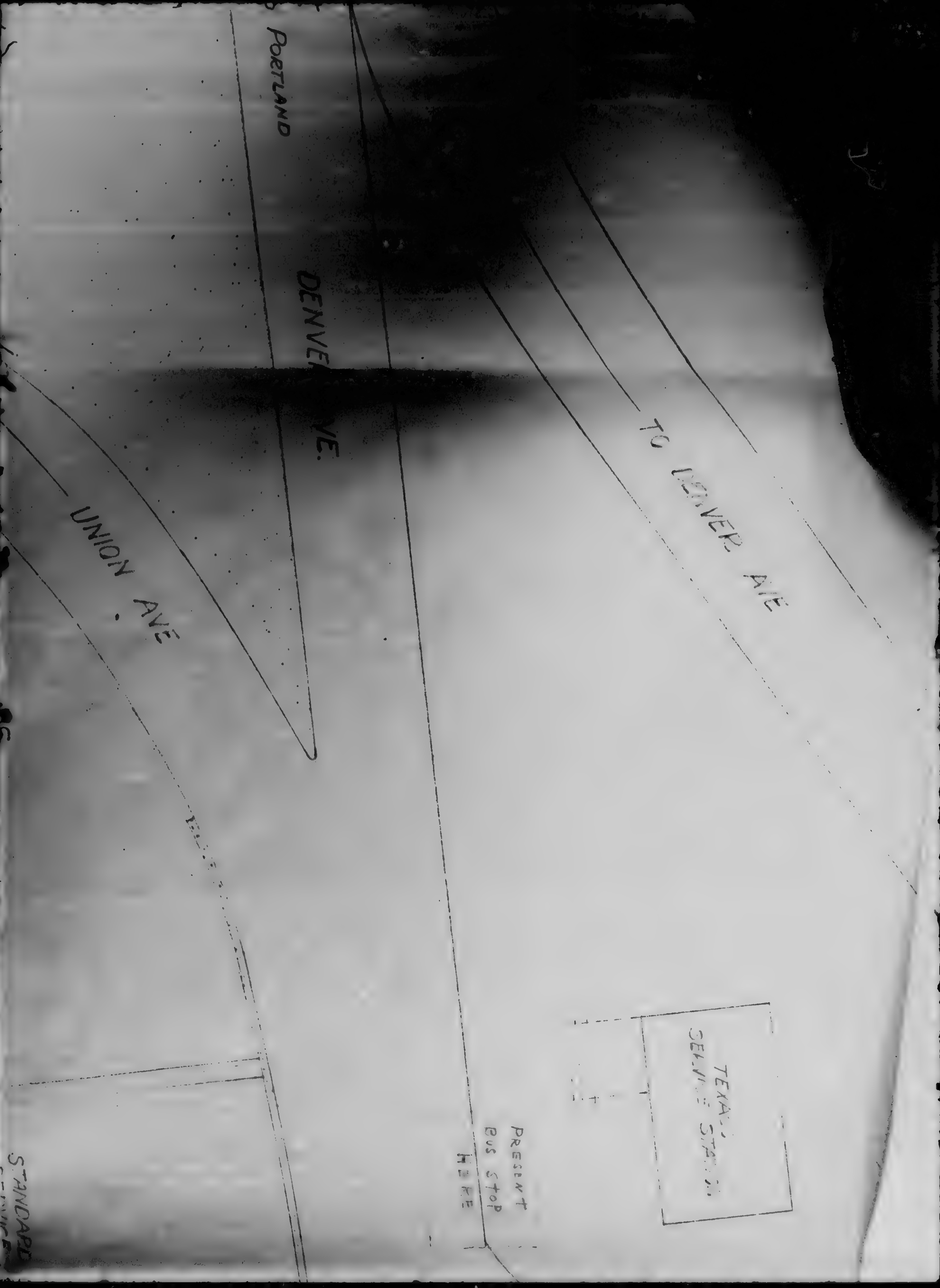

APARTMENT HOUSE
GROCERY & APARTMENTS
GENERAL PETROLEUM SERVICE STATION
REMOVE CONC. SEPARAT

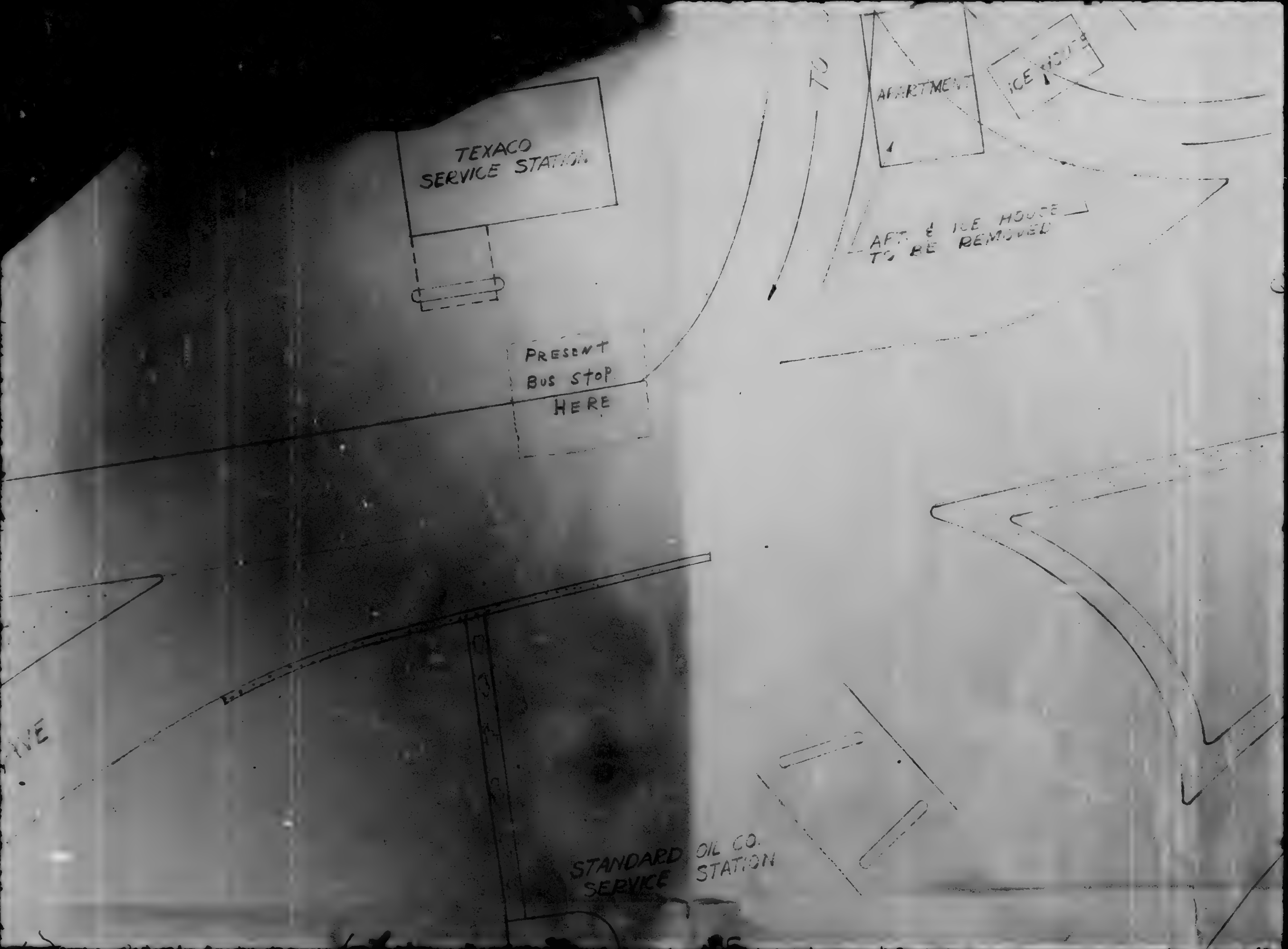

SED ROADWAY
NION AVE
RTMENT HOUSE
GALLERY & APARTMENTS

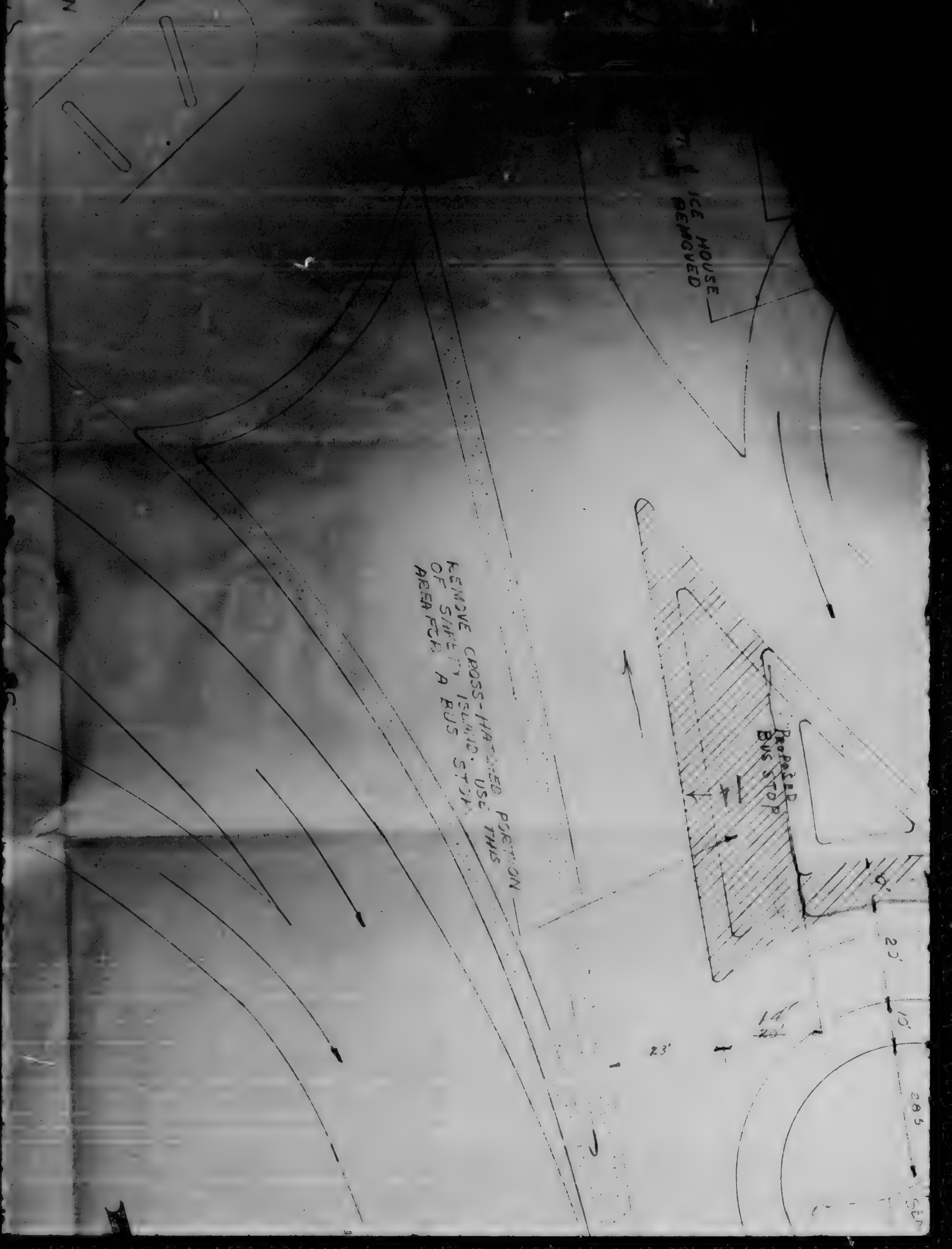
PROPOSED ROADWAY
ON

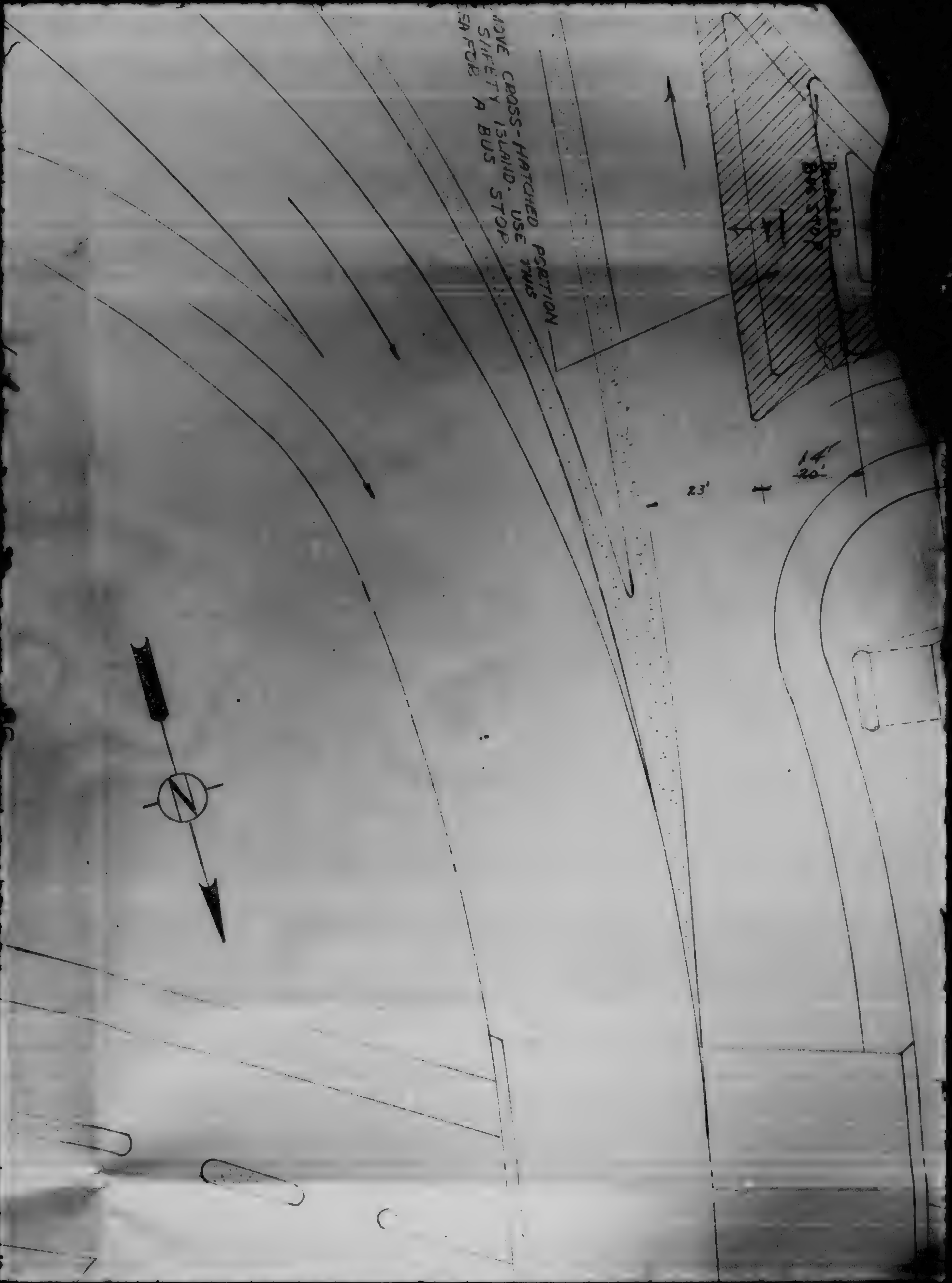

PROPOSED ROADWAY

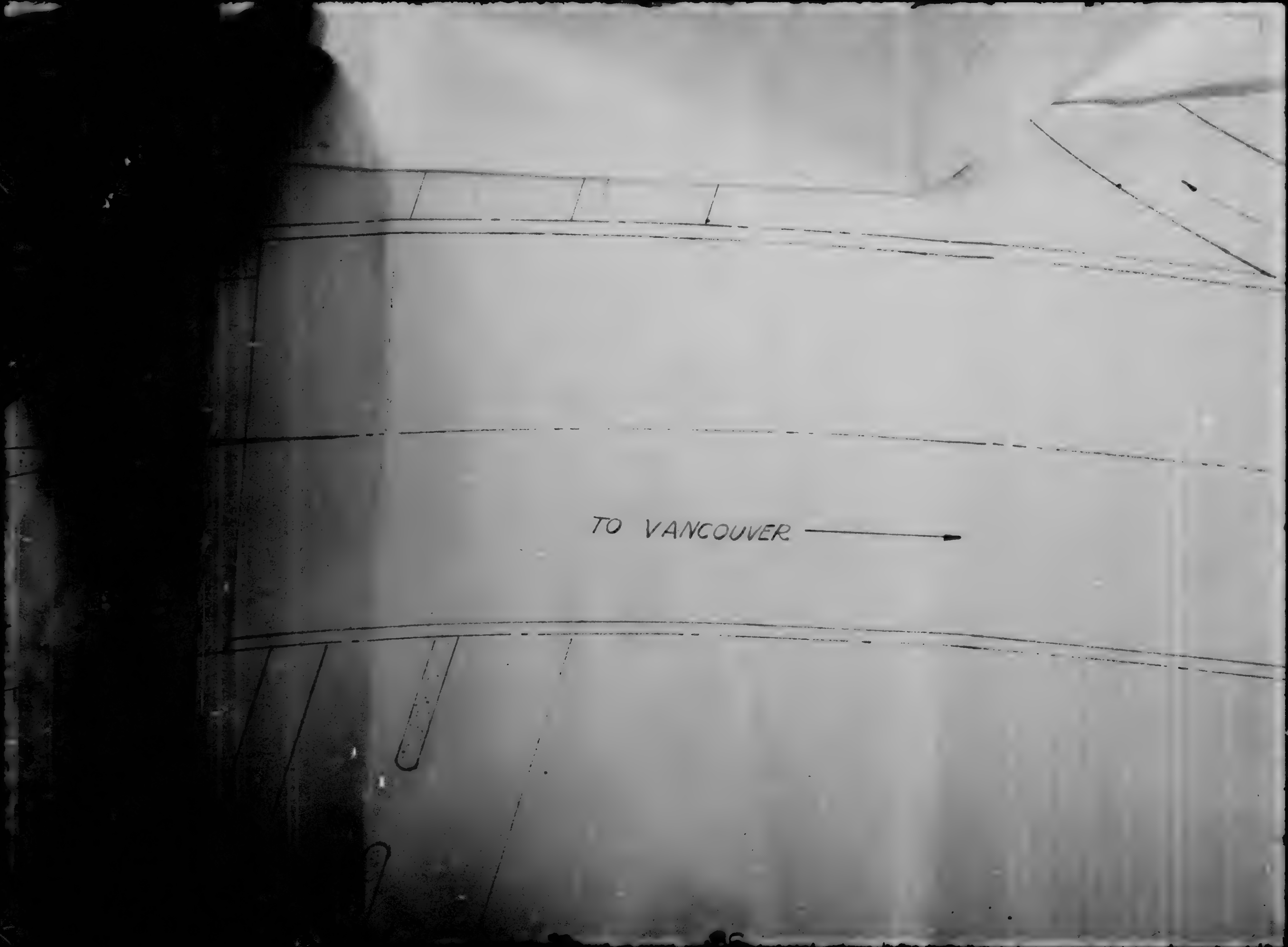

TO DENVER AVE
DENVER AVE.
PORTLAND
ION AVE

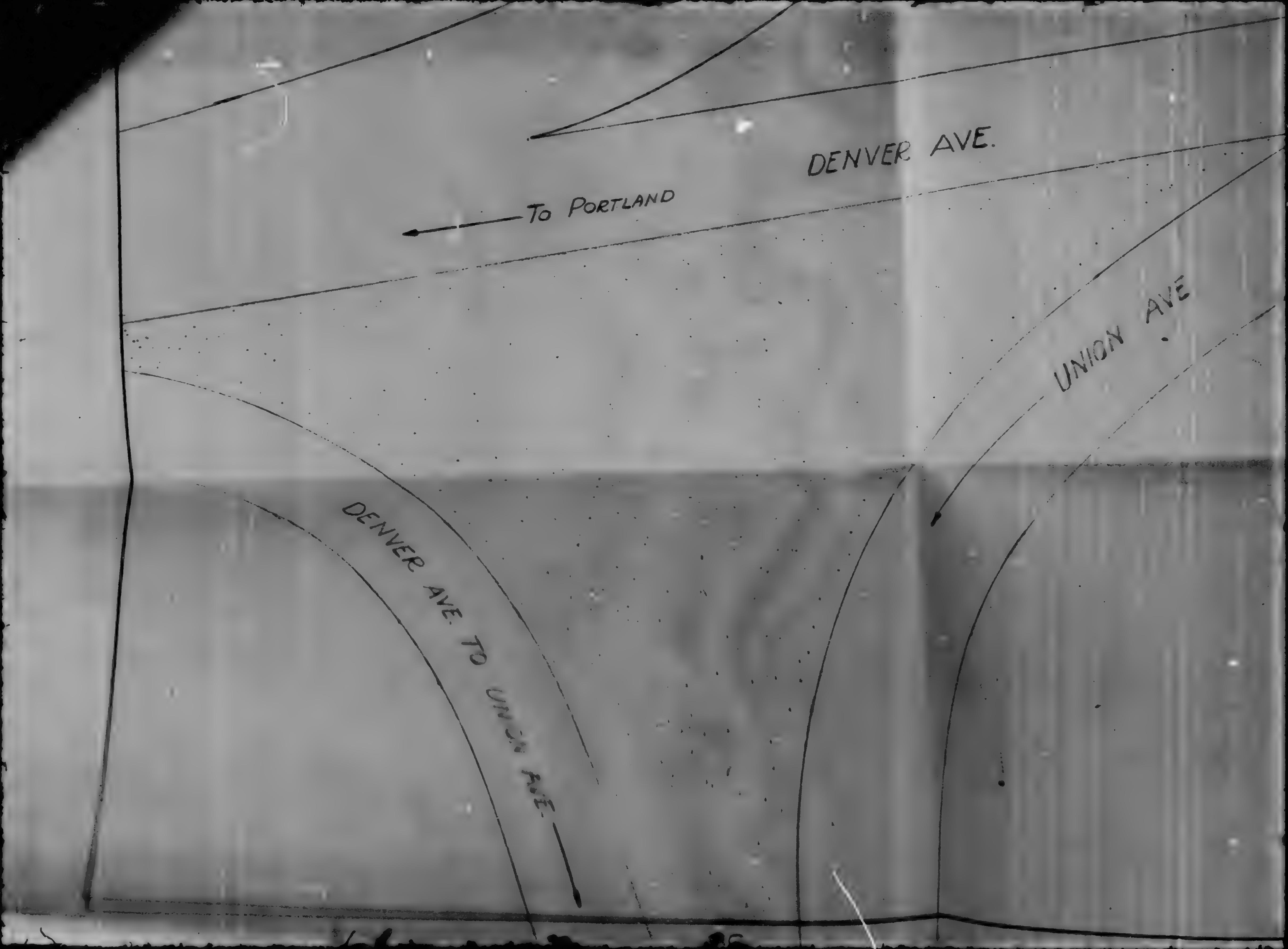

PORTLAND
DENVER AVE.
TO DENVER AVE
UNION AVE
TEXACO
SERVICE STATION
PRESENT
BUS STOP
HERE
STANDARD
SERVICE

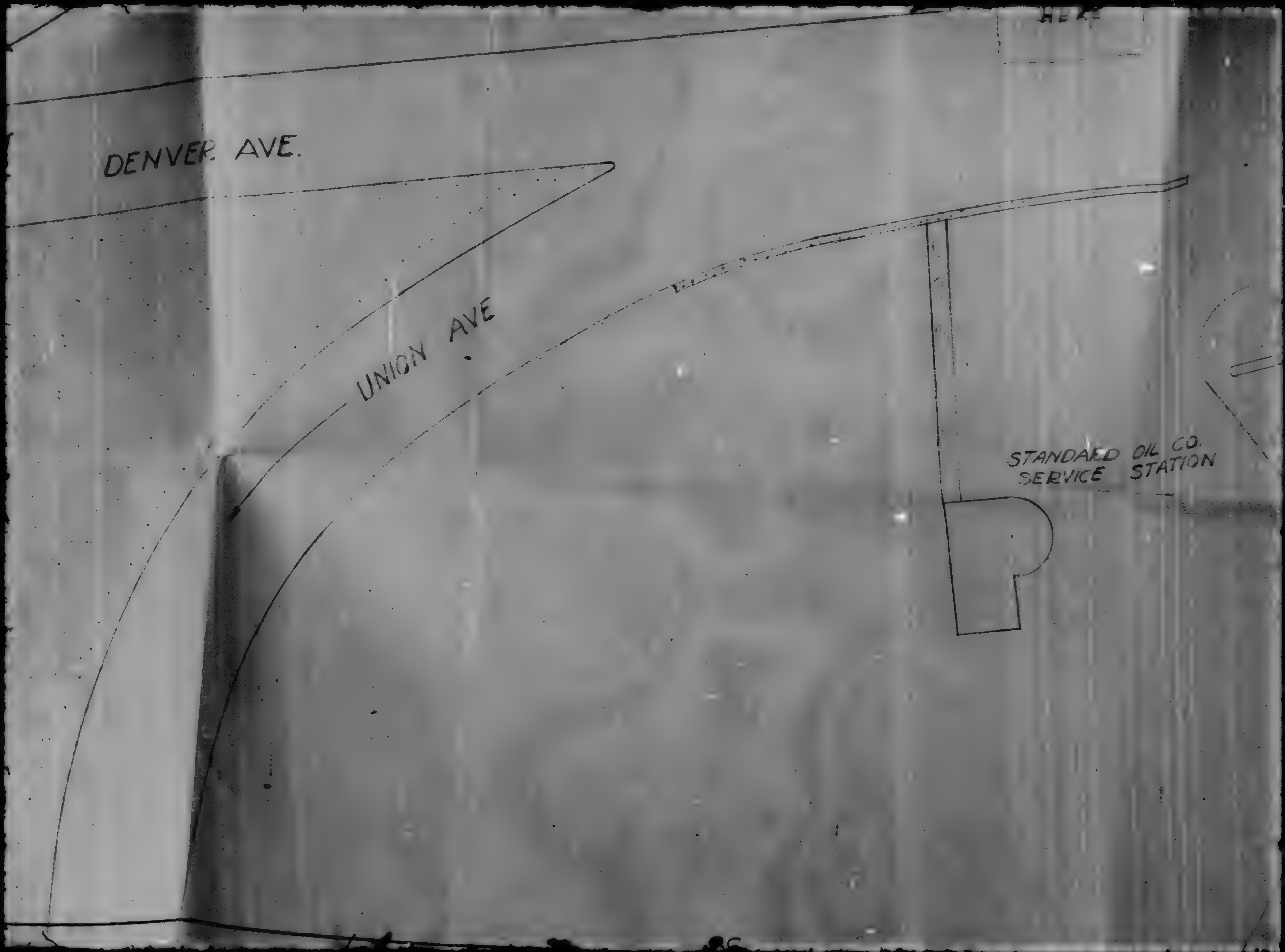

TEXACO SERVICE STATION
PRESENT BUS STOP HERE
TO
APARTMENT
ICE HOUSE
APT. & ICE HOUSE TO BE REMOVED
AVE
STANDARD OIL CO. SERVICE STATION


ICE HOUSE REMOVED
REMOVE CROSS-HATCHED PORTION OF SAFETY ISLAND. USE THIS AREA FOR A BUS STOP
PROPOSED BUS STOP
20'
10'
14'
~~20'~~
23'
285

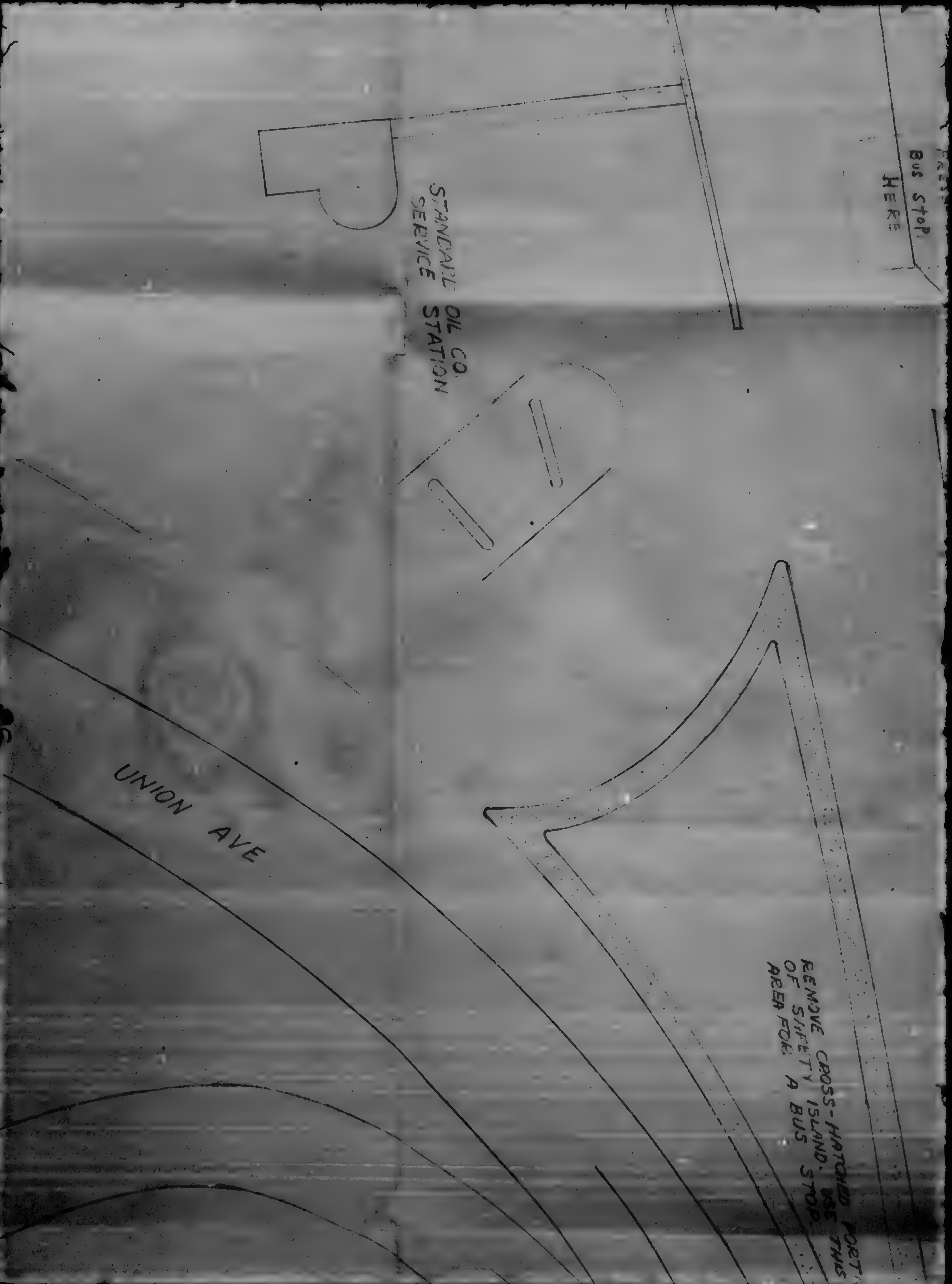

OVE CROSS-HATCHED PORTION
SAFETY ISLAND. USE THIS
EA FOR A BUS STOP.
Proposed
Bus Stop
14'
20'
23'
N


TO VANCOUVER

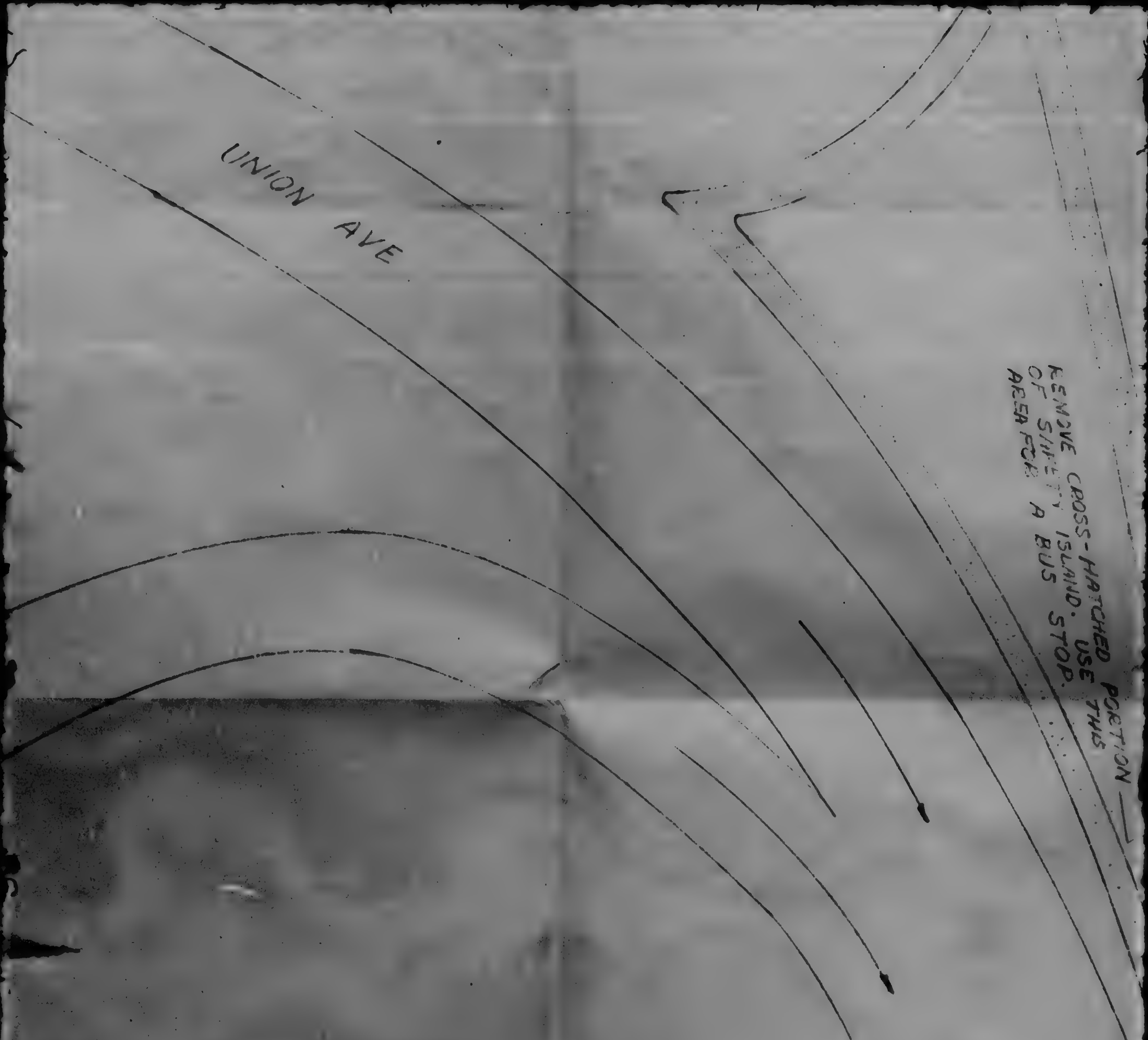

DENVER AVE.
TO PORTLAND
UNION AVE
DENVER AVE. TO UNION AVE.



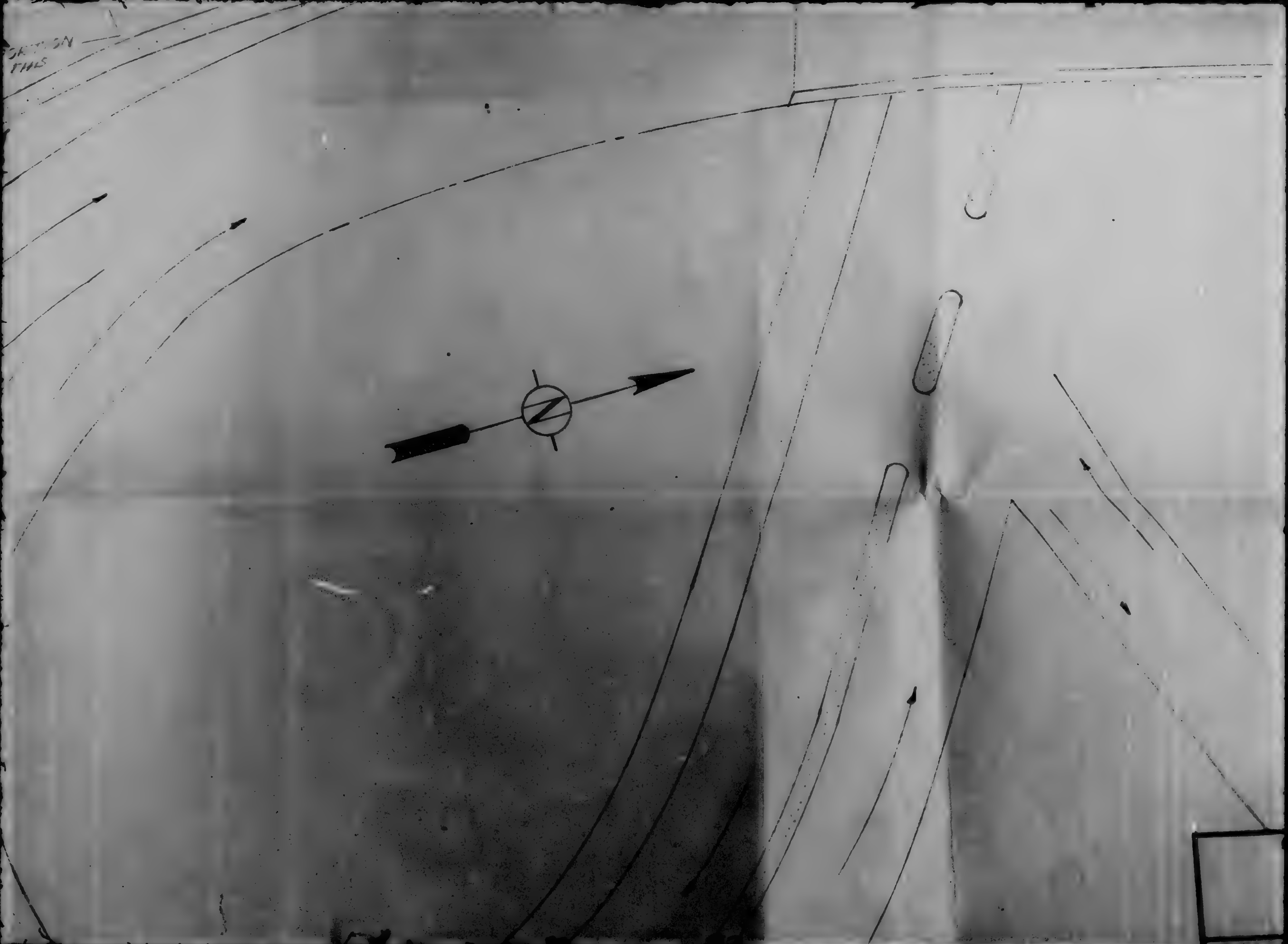
DENVER AVE.
UNION AVE
STANDARD OIL CO.
SERVICE STATION

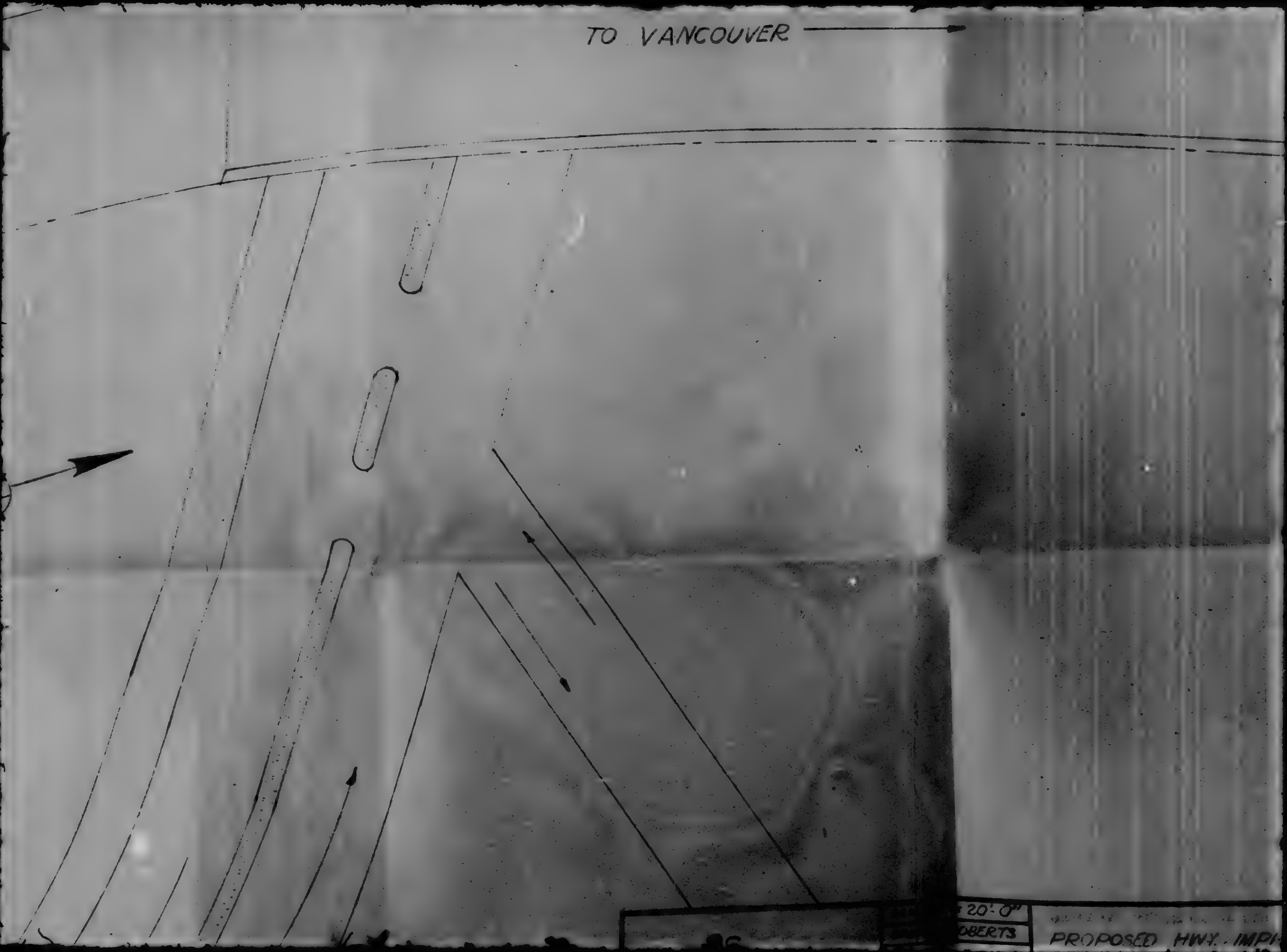


REMOVE CROSS-HATCHED PORT
OF SAFETY ISLAND. USE THIS
AREA FOR A BUS STOP.



REMOVE CROSS-HATCHED PORTION OF SAFETY ISLAND. USE THIS AREA FOR A BUS STOP.


ON
THIS
N


TO VANCOUVER
20'-0"
OBERTS
PROPOSED HWY. IMP

[illegible]IVED
[illegible] 8 1947
[illegible]ILING

5-8
55

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1947

SUBJECT: Jantzen Beach - US99

[illegible]dock:

NOTED
State Highway Engineer

[illegible] through hearsay that some changes have been made in the design of [illegible]zen Beach job currently under construction. As I understand it the re-[illegible] calls for complete elimination of the lineal insulating island lying in [illegible]ront of the Super Market and service station on the east side of the highway. Further, that the pipe fence as originally planned on this insulating island for the purpose of pedestrian control has been transferred to the medial island in the center of the highway.

In my opinion such change of plan defeats, in a large part, the basic purpose in the original design which was to keep the pedestrians off of the highway and force them to use the underpass. In connection with this latter unit of work, considerable money is being spent. To use rather crude language, it was the thought to stop the pedestrian before he became involved in any way with the through, fast traffic, whereas under the proposed revision the barrier is not thrown in front of him until he is halfway across the highway. Thinking of the possibility of collisions and damage resulting to the pipe fence, I believe there is greater possibility of such damage with the fence located on the medial island as against the off-side insulating island as originally planned and some consideration is do from a practical maintenance standpoint.

In the course of long study given to this location one of the principle considerations and the one stressed by the Jantzen Beach officials was the pedestrian hazard— I do not think we will have properly handled the pedestrian problem with proposed revision.

As a sidelight on this matter I might mention Mr. Frank Kernan's reaction in the course of discussion had with him in regard to removal of islands in the vicinity of his establishments at Union and Denver (see my inter-office report of March 5). Mr. Kernan is agitating for removal of barrier islands in front of his establishments along the same line as Jantzen Beach officials and it would seem to me that inconsistencies of considerations as between his problem and that of Jantzen Beach would be rather indefensible and poor politic.

FBCrandall
F. B. Crandall
Acting Traffic Engineer

FBC:aj

1158
2855

February 7, 1947

[illegible]-Weygandt Company
P. O. Box 5626
Portland 3, Oregon

Gentlemen:

Permission is hereby granted for you to produce your asphaltic concrete mixture for the Jantzen Beach Grading and Paving Project, Contract No. 2855, at your Vancouver, Washington, plant.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: R. S. Smith
W. C. Williams
United Contracting Company

FORM E-20 20M 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 4, 1947

SUBJECT: Request of United Contracting Co.
to use concrete mixed in Vancouver

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Enclosed, herewith, copy of a letter from The United Contracting Company, in which letter they request permission to use asphaltic concrete mixed in their Vancouver plant, using crushed materials manufactured at Vancouver.

Specifications for the Jantzen Beach Project require that all cement, sand, crushed rock, etc., shall be Oregon produced, except that the consent of the State Highway Engineer to the use of such materials produced or manufactured outside of Oregon will be given if the contractor shows that equally suitable materials of Oregon production are not obtainable at the same of lesser cost.

In this instance there is no question but what materials secured at Vancouver will be lesser in cost, as they are in nearer proximity to the job.

I recommend The United Contracting Company be permitted to use asphaltic concrete manufactured from rock crushed at Vancouver.

Yours very truly,

W. C. WILLIAMS
Division Engineer

WCW:w
Encl.

[illegible] 1947

THE UNITED CONTRACTING COMPANY
General Contractors
311 Stock Exchange Building
Portland 4, Oregon

COPY

January 29, 1947

Oregon State Highway Commission,
9200 SE McLoughlin Blvd,
Portland 2, Oregon.

Gentlemen: ATTENTION: Mr. D. J. Barbee
Resident Engineer

Reference your letter December 17, 1946, approving sub-contract Jantzen Beach Section Pacific Highway East, Contract #2855, for Grading and Paving:

Our quotation to the successful bidder, Edlefsen Weigant, was based on producing the Asphaltic Concrete Mixture from our Vancouver Plant and using Crushed Rock manufactured locally. The Vancouver plant is located 1.4 miles from the job. This was reflected in our quotation to Edlefsen Weigant, as the use of Portland materials would have increased our quotation by at least 50¢ per ton.

We therefore request the use of local materials as per special provision section re to same.

Yours very truly,

THE UNITED CONTRACTING COMPANY.

(Signed) R. D. Hoyt, President.

RDH-MK

NEW ADDRESS
P. O. BOX5075
Portland, 13, Oregon.

RECEIVED
NOV 29 1946
FOR FILING

26-1158

2855

November 27, 1946

Edlefsen-Weygandt Co.
9233 N. Calvert Avenue
Portland 3, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2855 which was awarded to you on November 6, 1946 by the State Highway Commission, covering grading and paving on the Jantzen Beach Section of the Pacific Highway East, in Multnomah County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

ga

Recorded

RECEIVED
DEC 17 1949
FOR FILING

26-1158

2855

AGENDA
NOV 25 1946

4e-1

November 8, 1946

Edlefsen-Weygandt Co.
P. O. Box 5626
Portland 3, Oregon

Gentlemen:

The State Highway Commission has today awarded to you the contract for grading and paving on the Jantzen Beach Section of the Pacific Highway, in Multnomah County. This award was based on your low bid of $117,813.30, submitted on October 28, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ee
Enc. (Confirming telegram)

cc - Mr. R. G. Smith
Mr. S. E. Probert
Goldie Lewis

go confirmed

Charge to the account of ______________________ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 8, 1946

Edlefsen-Weygandt Co.
9233 N. Calvert Avenue
Portland, Oregon

State Highway Commission awarded you today contract for Jantzen Beach Section of Pacific Highway, Multnomah County, based on your low bid submitted October 28, 1946. Contract forms follow shortly.

H.B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Charge
HO

30-1123 Tutuilla Sec. of the Pendleton-1946
John Day Highway
#2556

RECEIVED
NOV 15 1950
FOR FILING

30-1133

2856

File

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

OREGON CLAIM DEPARTMENT
409 WILCOX BUILDING
TELEPHONE: ATWATER 2194

PORTLAND 4, OREGON

November 6, 1950

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re: John A. Logan -to- Oregon State Highway Comm.
Contract #2856

Mr. Logan has fully reimbursed our company for expenditures made by us on the Tutuilla Project as captioned above.

I might add that we had the full cooperation of Mr. Logan in connection with the claims filed and the plan of reimbursement.

Very truly yours,

Parker H Lyman

Parker H. Lyman

PHL/lr

NOTED
F. QUERY

NOTED ON CARD
11-6-50 gf

RECEIVED
NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 23 1950
FOR FILING

30-1133

Files

OREGON STATE HIGHWAY COMMISSION

June 15, 1950
(Date)

2856 (Contract No.)   14 & 15 final (Est. No.)   John A. Logan (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8923	376381	2,759.40	~~6/[illegible]~~ 6/14/50

~~[illegible]~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion:

Completed:

ACCOUNTING DIVISION

Contract Accepted:

~~Time Extensions:~~

~~[illegible]~~

~~Claims~~:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: JUN 20 1950

NOTED ON CARD
6-20-50, JR

OREGON STATE HIGHWAY COMMISSION

June 15, 1950
(Date)

2856 (Contract No.) 14 & 15 final (Est. No.) John A. Logan (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
8923	376321	2,759.40	[illegible] 6/14/50

D[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion: July 31, 1947

ACCOUNTING DIVISION
aa

Completed: July 2, 1948

Contract Accepted: Nov. 3, 1948

Time Extensions: Extended to July 3, 1948 without penalty

Penalties: None of Record

Claims: None outstanding of record

Remarks:

Date: 6-20-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
MAY 24 1950
FOR FILING

50-1122

2856

May 24, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2856, for work on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County, has been completed by the contractor, John A. Logan, assigned to Continental Casualty Co., and that revised final payment in the amount of $2,759.40 will be made on or after June 3, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the revised total contract amount is $72,494.45, and that no force account work was performed on the project. This contract was completed on July 2 and accepted by the Highway Commission on November 3, 1948.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Parker H. Lyman, Manager
Oregon Claim Department

Durham & Bates

NOTED ON CARD
5-24-50 gl

[illegible]

RECEIVED
MAY 24 1950
FOR FILING

FORM E-30 25M 1-50 37523

30-1133
2856

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
State Office Building

Dear Sir:

Please be advised that John A. Logan has returned the original estimate voucher copies covering estimate 14 and 15 final on contract No. 2856 in the amount of $2,535.76. These voucher copies have been destroyed and revised final voucher copies in the amount of $2,759.40 were mailed to Mr. Logan for signature on May 22. The field estimate copy had already been returned by Mr. Logan and was used by Mr. Parkes in submitting the revised estimate to this section.

Very truly yours,

Carl F. Smith
Carl F. Smith
Accounting Division

CFS:rs

REFERRED TO Geary. Mrs Lewis
note on card
BY SECRETARY

NOTED ON CARD
5-24-50 gf

RECEIVED
MAY 16 1950
FOR FILING

30-1133
2856

L. T.

Mrs Lewis

May 11, 1950

Parker H. Lyman, Manager
Oregon Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

This is a belated reply to your letter of April 24, 1950, regarding John A. Logan's Contract No. 2856 for the construction of the Tutuilla Project on the Pendleton-John Day Highway, near Pendleton.

You give as your understanding that an agreement has been reached between Mr. Logan and the State Highway Engineer with respect to the amount of extras to be paid Mr. Logan on this job. Your understanding is correct. You also ask the approximate date when final payment is to be made. This depends upon how soon Mr. Logan returns to the Highway Commission the final estimate and voucher forms that were sent to him on October 25, 1948.

The final voucher, including the extras which have been approved, has been prepared, but we will have to hold them until Mr. Logan returns the other papers. It will take about three weeks or so to process the final voucher after receipt of these papers from Mr. Logan. How soon he gets his money largely depends upon how soon he returns the papers referred to.

In your letter you request that the final warrant either be mailed to Mr. Logan and the Continental Casualty Company, or to Mr. Logan alone, in your care. We will be glad to comply with your request. I am calling it to the attention of the Auditor for his information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDO:te

cc - M. H. Hanke (2)
F. A. Query

NOTED ON CARD

5-11-50

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1950

SUBJECT: John A. Logan's Contract
No. 2856

To:

Memorandum to H. B. Glaisyer

(Conley is Logan's attorney)

An agreement was reached between Logan and the Engineer as stated in Mr. ~~Logan~~ Conley's ~~Williams'~~ letter of October 20, 1949 in which he says that it is agreeable with Mr. Logan to process closing of this matter and that he will abide by the ~~desire~~ decision of the Engineer as outlined in Baldock's letter of August 11, 1949. Baldock's letter of August 11, signed by Williams, reviewed four claims made by Logan for extra compensation, denied two and allowed two. Those allowed were for construction of a cow trail - $184.14, and some work on a culvert in the amount of $39.50.

Jim Bartlett in the Accounting Division advises that the final estimate in the amount of $2,535.76 was mailed to Mr. Logan October 25, 1948 and has not been returned.

Parks, in Probert's office, states that before a revised final can be presented incorporating the additional items that Mr. Logan should return the voucher ~~signed~~ unsigned with his copy of the final est.

Floyd Query
Assistant Secretary

FAQ:md

→ Carl Smith will write to Logan 4-28 & ask him to return voucher.

Salem, Oregon
April 27, 1950

John A. Logan's Contract
No. 2856

Memorandum to H. B. Glaisyer

An agreement Conley's was reached between Logan and the Engineer as stated in Mr. ~~[illegible]~~ letter of October 20, 1949 in which he says that it is agreeable with Mr. Logan to process closing of this matter and that he will abide by the ~~desire~~ decision of the Engineer as outlined in Baldock's letter of August 11, 1949. Baldock's letter of August 11, signed by Williams, reviewed four claims made by Logan for extra compensation, denied two and allowed two. Those allowed were for construction of a cow trail - $184.14, and some work on a culvert in the amount of $39.50.

Jim Bartlett in the Accounting Division advises that the final estimate in the amount of $2,535.76 was mailed to Mr. Logan October 25, 1948 and has not been returned.

Parks, in Probert's office, states that before a revised final can be presented incorporating the additional items that Mr. Logan should return the voucher unsigned with his copy of the field est.

Floyd Query
Assistant Secretary

FAQ:md

PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO ILLINOIS

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
600 WILCOX BLDG.

PORTLAND 4, OREGON

April 24, 1950

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Umatilla

Dear Sir:

Re: John A. Logan -- Oregon State Highway Contract No. 2856

Mr. Logan tells me that after several meetings with the State Highway Engineers an agreement has been reached as to the amount of extras to be paid the contractor on the Pendleton job. Mr. Jim Conley, Logan's attorney, informs us that the payment should be made promptly and we would appreciate your advising us as to the approximate date same may be expected. In the past the payments on this contract have been mailed to this office and we would appreciate the final check being mailed to Logan and the Continental Casualty Company or to Logan alone in our care. In the event the payment is being held up for further signature by Mr. Logan kindly advise us accordingly.

Very truly yours,

Parker H. Lyman

Parker H. Lyman

PHL/lr

REFERRED TO
BY SECRETARY

ANSWERED
H. B. GLAISYER

RECEIVED
AUG 12 1949
FOR FILING
32-1132
285-6

File

August 11, 1949

Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

Dear Sir:

I have had a complete investigation made relative to your claim for additional compensation on Contract No. 2856, Tutuilla Creek Section, Pendleton-John Day Highway. You left with me, at the time of your conference on July 1, a statement of four separate items upon which additional compensation was requested. I will take them up in order and advise as to the result of the investigation that was made by the Construction Engineer, Resident Engineers L. R. Chandler and W. S. Hodge, and Transitman Alvin J. Wallace.

1. Contractor's claim of $2,392.32 for regrading from Station 195 to 190:

The investigation indicates that the only change on this section was lowering of the superelevation on a curve for a distance of 200 feet. The change was made while the fill was in the rough and before finishing operations had started, and it does not appear that the contractor was put to extra expense by reason of this change. Further, the pay roll expense shown in the claim is for the periods ending 7-19-47, 7-26-47, and 8-2-47. This section was completed and surfaced with crushed rock on July 16 and oiled on July 17, so that additional grading costs could not be incurred for the pay roll periods above mentioned. Additional compensation for this claim cannot be recommended.

2. Contractor's claim of $1,196.84 for rock borrow through widening cut for topping at Station 183:

The plans indicated that suitable rock for topping would be available from a cut between Stations 168 and 172, but when the cut was shot there was a considerable amount of large fragments which was not suitable for topping, with the result that only a small quantity was obtained from this cut. The contractor was working on the cut from Station 182 to 187 where the rock was suitable for topping. The good material for topping was left in the cut until the roadbed was ready and then used for topping. The cut was widened from 10 to 26 feet between Stations 183+50 and 184+50. The width of the widening was such that the drilling, blasting, and loading could be done at a cost comparable to other excavations in this cut. The cut was widened before the slopes had been finished, so there was no additional cost in finishing the slopes.

It does not appear that securing of the topping in the manner above indicated caused the contractor extra expense, and the claim cannot be recommended.

3. Contractor's claim for $184.14 for building a cow trail at Station 179. Records indicate that the cost of this work should not have exceeded $120.00, but inasmuch as there are no exact records to determine this, we will recommend payment for this item in the amount which you claim - $184.14.

4. It has been determined that you did salvage and relay a culvert pipe at Station 154+00, and your claim of $39.50 for this work will be recommended.

The above listed claims, as hereinbefore stated, were very carefully investigated by all the engineers that were familiar with the project, and, on the basis of such investigation, I have no other alternate than to advise that only Claims 3 and 4 can be allowed. If you will advise as to your concurrence in this matter, we will prepare final settlement on such a basis.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]

cc Mr. J. L. Conley
Equitable Building
Portland, Oregon

Mr. H. G. Smith

Mr. S. H. Probert

[illegible]

8-11-49 gl

FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2nd, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I hand you herewith Mr. Clymer's report on the claim of John A. Logan, contractor on the Tutuilla Creek Section of the Pendleton-John Day Highway. This analysis shows that Mr. Logan's claim was gotten up in the usual manner, that is false from beginning to end, and that the only valid part of his claim might be about $120.00 for building the cow trail at Station 129 and $24.00 for extending a culvert.

I recommend Mr. Logan be allowed this amount if the matter can be settled on that basis.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26th, 1949

SUBJECT: Tutuilla Creek Section
Contract #2056
Contractor's Claim

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

The contract for grading, bridge, and bituminous macadam surfacing on the Tutuilla Creek Section of the John Day-Pendleton Highway was bid October 28, 1946, and awarded to the low bidder, John A. Logan, November 21, 1946. The contractor had a good bid price at $73,960 and was only $2,600 below the second bidder.

The contractor moved in with a small crew and started work on January 21, 1947, the equipment consisting of one 1¼ cu. yd. shovel, three 4 yard trucks, one cat and scraper, one cat and dozer, compressor and two pickups. The shovel and trucks were old and in poor repair and much time was lost while repairing equipment. The contractor lacked a motor grader and rented one for a short time, but much of the finishing of roadbed and slopes was done by dozer and hand labor.

The excavation, which was about 85% solid rock, mostly dice, was practically finished except at bridge ends by July 12, 1947. The crushed rock surfacing and bituminous macadam were subcontracted to the Pendleton Sand & Gravel Co. and done except at bridge ends by July 26, 1947. Slopes and ditches were trimmed and cleaned and the grading and surfacing were finished except at the bridge.

The contractor had difficulty in procuring the steel for the concrete bridge over Tutuilla Creek, and work was not started on the bridge until July 25, 1947. Progress was slow and the bridge was not entirely done when the job was closed down for the winter on December 29, 1947. The painting of handrails and the bituminous macadam at bridge ends were finished July 2, 1948, and the contract was completed.

The contractor lacked proper supervision, equipment and finance to prosecute the contract efficiently. Many claims for unpaid bills were filed with the State in the latter part of 1947 and were eventually paid by the bonding company. The contractor said that he lost about $30,000 on the contract; the analysis of records available indicates that he apparently lost between $15,000 and $20,000.

I checked over the contractor's claim for additional compensation with L. R. Chandler, Resident Engineer, and his transitman, Al Wallace, who handled the job from the start until grading and oiling were finished Except at bridge ends; also, with W. S. Hedge, who was the resident engineer after Mr. Chandler was transferred on August 16, 1947, and with John Logan, the contractor. I also checked over the engineers' and the contractor's notes and records and looked over the finished project. The analysis of the contractor's claim, which consists of four items, is as follows:

1. Contractor's claim of $2,392.32 for regrading from Station 195+00 to 190+00:

The contractor contends that the grade stakes were changed on this section, which caused him considerable extra work in moving material and reshaping the fill to the new grade. He did not keep records of cost or claim any additional payment at the time this section was being finished. It is apparent, and Logan admits, that the costs he shows in his claim are figures picked at random. For example, the payroll expense shown in his claim is:

$351.49 - entire payroll for week ending 8-2-47
325.70 - " " " " " 7-19-47
676.03 - " " " " " 7-26-47

As this section was surfaced with crushed rock on July 16, and oiled on July 17, it would be impossible to be regrading at the time he shows.

The super on the curve on this section was lowered for a distance of about 200 feet. The change was made while the fill was in the rough and before the contractor had started to finish the grade, and caused little inconvenience to the contractor as the section had not previously been brought to grade. If the grading on the section had been finished and the contractor had been required to lower the super 18 inches for a distance of 200 feet on a 38-foot roadbed, it would only have required the moving of about 200 cubic yards of dice rock a distance of 40 to 100 feet and then refinishing the grade, which could have been done with a dozer and a motor grader in about one day at a cost of about $150.00.

The contractor has little, if any, legitimate claim on this item.

2. Contractor's claim of $1,196.84 for rock borrow through widening cut for topping at Station 183+00:

The plans indicated that suitable rock for topping would be available from a cut from Station 168 to Station 172, but when this cut was shot there was a considerable amount of large fragments not suitable for topping, and only a small quantity of topping was available from this cut.

The contractor was working in a cut from Station 182 to Station 187 where the rock was suitable for topping. The good material for topping left in the cut was retained until the roadbed was ready and then used for topping. The cut was widened for about 100 feet from Station 183+50 to Station 184+50 to provide about 2,500 cubic yards of topping required to finish the job. Also, about 800 cubic yards of rock was taken from this widened section to fill in at the bridge ends after the bridge was constructed, as the material in the channel change was not suitable for fill material and was hauled and wasted.

The widening of this section caused the contractor little, if any, additional expense, as the area widened was sufficiently wide (10' to 20') that drilling, blasting and loading could be done at about the same cost as the other excavation in this cut. The cut was widened before the slopes had been finished so that there was no additional cost in finishing the slopes. No claim for additional compensation was made while the work was under construction.

The contractor said that he did not keep records of the cost, and the costs shown in his claim are apparently figures he picked at random, as the payroll costs he shows are:

$440.39 - entire payroll for week ending 8-9-47
392.70 - " " " " " 8-16-47
262.80 - " " " " " 8-23-47

This section had been oiled and opened to traffic in July and, therefore, the contractor could not possibly be operating on topping in August.

The contractor has little, if any, legitimate claim for extra compensation on this item.

3. Contractor's claim of $184.14 for building a cow trail at Station 179.

The contractor was instructed to build a cow trail, or ramp, about three feet wide and 100 feet long up the left side of a 20-foot fill at Station 179 so that a farmer could get his cattle across the highway. The fill was made mostly of dice rock, but with a considerable quantity of pieces up to about 18 inches in diameter. The trail was dozed out with a small cat and dozer, and two or three men worked on the trail about two days rolling the larger pieces of rock off the trail and surfacing with smaller pieces of rock.

The contractor said he had not kept a record of the cost, but estimated the cost. His estimated cost appears high for the amount of work required, and I would estimate the cost as follows:

Small Cat and Dozer	6 hours at $5.50	$33.00
3 Men two 8-Hour Days or	48 " " 1.35	64.80
Labor Insurance - 10%		6.48
		$104.28
Allow 15% Profit		15.72
Total		$120.00

4. Contractor's claim of $39.50 for relaying culvert pipe at Station 154+00:

No culvert pipe was installed at Station 154+00, but at Station 155+67 an 18-inch culvert pipe was extended 33 feet. Before the pipe could be extended, it was necessary to dig up four lengths of pipe (12 feet) and relay to new grade. The contractor has received payment for the structural excavation, but, as there was no bid item on salvaging culvert pipe, did not receive payment for salvaging and relaying 12 feet of 18-inch culvert pipe. The average bid price for salvaging and relaying 18-inch culvert pipe is $2.00 per lineal foot. We owe the contractor about $24.00 on this item.

Very truly yours,

E. H. Clymer
E. H. Clymer
Cost Analyst

EHC:AR

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1949

SUBJECT:

To: Mr. R. [illegible] Smith

Mr. John Logan, accompanied by his attorney, Mr. J. [illegible] Conley, of Portland, called at my office last Friday and made a request for additional payment on their contract at Pendleton for the Tutuilla Creek Section of the Pendleton-John Day Highway.

Their total claim is in the amount of $2,[illegible], a copy of such claim being attached hereto. They discussed this matter in considerable detail, and I will arrange for them to go into it with you at your convenience.

[illegible]

[illegible]ams

[illegible]:me

Encl.

[illegible]

REGRADING — STA. 195+00 to 190+00

		Week Ending
Payroll	$351.49	Aug 2
Payroll	325.70	July 19
Payroll	676.03	July 26
Payroll Ins.	135.10	
Hugh Hamill, Equip. Rental 36 hrs. @$8.25	272.00	Blade
John Timmerman, Dozer Rental 36 hrs. @$8.25	272.00	HD-10
Carryall & Cat. 36 hrs., @$10.00	360.00	HD-14 & 12 yd Scraper
	[illegible]	

Super [illegible] grader

Rock Borrow through Widening of Cut for Topping 183+00

	Additional Cost	
Payroll	$440.39	Aug 9
Payroll	392.70	Aug 16
Payroll	262.80	Aug 23
Payroll Ins.	100.95	[illegible]

Borrow for bridge ends

Building Cow Trail

Labor	$ 54.00	
Labor	42.00	July 12
Labor	41.40	
Equipment Rental 179+00	33.00	
Payroll Ins.	13.74	184.14

Relay Culvert Sta. 154+00

Paid F. F. Foster	$ 39.50	[illegible]
TOTAL	$3,312.80	3813.40

[illegible]

RECEIVED
JUL 19 1949
FOR FILING
3C-1123
2856

Mrs Lewis
attach Lyman's
letter to the contract
and a copy in general
file HS

July 14, 1949

F. M. Lyman, Manager, Claim Department,
Continental Casualty Company,
409 Wilcox Building,
Portland 4, Oregon.

Dear Mr. Lyman:

I wish to thank you for your letter of July 12, just received, in which you clarify the intent of Mr. Logan and Continental Casualty Company in the matter of assigning further funds due Mr. Logan from the Highway Commission in connection with his Contract No. 2856 for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:fa

cc: 2-M. E. Hawks
1-Floyd Query

Mr. Hawks: Attached is a copy of Mr. Lyman's letter referred to in the above. You will note that my original interpretation of their request is confirmed.

NOTED ON CARD
7-14-49 E

CONTINENTAL CASUALTY COMPANY

Oregon Claim Department
P. H. Lyman, Manager
409 Wilcox Bldg.

Portlan[illegible], Oregon

July 12, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have received your letter of July 1st which was in response to mine of June 29th in connection with the assignments to our company from John A. Logan.

My letter I must admit was a little confusing but what we entend to convey is that all monies due or to become due payable to Mr. Logan in connection with this job are assigned to the Continental Casualty Company under the forms executed by Mr. Logan.

Thanking you for calling this matter to our attention, we are

Yours very truly,

/S/ P. H. Lyman
Mgr.,Claim Dept.

PHL/lr

[illegible]

RECEIVED
JUL 5 1949
FOR FILING

20-1133

2856

File

Salem, Oregon
July 5, 1949

Mr. H. G. Smith

Mr. John Logan, accompanied by his attorney, Mr. J. L. Conley, of Portland, called at my office last Friday and made a request for additional payment on their contract at Pendleton for the Tutuilla Creek Section of the Pendleton-John Day Highway.

Their total claim is in the amount of $3,812.80, a copy of such claim being attached hereto. They discussed this matter in considerable detail, and I will appreciate going into it with you at your convenience.

W. C. Williams

WCW:me

Encl.

Mr J.L. Conley –
805 Equitable Bldg.
Portland. Ore.

REGRADING -- STA. 195+00 to 190+00

Payroll		$351.49
Payroll		325.70
Payroll		676.03
Payroll Ins.		135.10
Hugh Hamill, Equip. Rental	36 hrs. @$8.25	272.00
John Timmerman, Dozer Rental	36 hrs. @$8.25	272.00
Carryall & Cat.	36 hrs., @$10.00	360.00

Rock Borrow through Widening of Cut for Topping 183+00

	Additional Cost
Payroll	$440.39
Payroll	392.70
Payroll	262.80
Payroll Ins.	100.95

NOTED
W. C. WILLIAM

Building Cow Trail

Labor	$ 54.00
Labor	42.00
Labor	41.40
Equipment Rental 179+00	33.00
Payroll Ins.	13.74

Relay Culvert Sta. 154+00

Paid F. F. Foster	$ 39.50
TOTAL	$3,812.80

RECEIVED
JUL 12 1949
FOR FILING

30-1133

2856

Mrs Lewis

July 1, 1949

P. H. Lyman, Manager
Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

I acknowledge receipt of your letter of June 29, 1949, enclosing two copies of an assignment from John A. Logan to the Continental Casualty Company, for the retained percentages and all extra allowances to Mr. Logan in connection with his State Highway Contract No. 2856, for the construction of the Tubuilla Creek Section of the Pendleton-John Day Highway.

I presume by your reference to the "retained percentages and all extra allowances", it was really intended that all moneys due or to become due and payable to Mr. Logan in connection with this job are assigned to the Continental Casualty Company. That is our interpretation, and we will prepare future vouchers accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

original assignment & consent surety filed in Contract #2856

HDG:ts

NOTED ON CARD

7-5-49
eo

cc - John A. Logan
3824 N. E. 74th Ave.
Portland, Oregon

cc - M. H. Hawke (Att: Carl Smith)
F. A. Query

Mr. Hawke: I attach a copy of Mr. Lyman's letter, and also one copy of the assignment. I have kept the other copy of the assignment for the Commission's records.

COPY

CONTINENTAL CASUALTY COMPANY

Oregon Claim Department
P. H. Lyman, Manager
409 Wilcox Bldg.

Portland 4, Oregon
June 29, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We attach hereto Assignment of Claim in duplicate to the Continental Casualty Company from John A. Logan under Contract #2856 covering the construction of the Tutilla Creek Section of the Pendleton-John Day Highway.

It is our understanding that Mr. Logan has filed a claim for extras on this job but no decision has been reached as to an allowance. Trusting you will find the enclosures in order, we are

Yours very truly,

/s/ P. H. Lyman

Mgr., Claim Dept.

(The original of this letter filed in Contract No. 2856)

RECEIVED
MAY 10 1949
FOR FILING

2-1153

2856

File

May 10, 1949

Mr. James L. Conley
Attorney at Law
805 Equitable Building
Portland 4, Oregon

Dear Sir:

With reference to the request of Mr. John Logan for a conference in this office to discuss the claim for additional estimate on his Contract No. 2856, you are advised that any date during the week of May 23 to 27 will be satisfactory.

If you wish to make an appointment for this week, please let me know two or three days in advance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. H. G. Smith

CONLEY AND GREENE
ATTORNEYS AT LAW
805 EQUITABLE BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 7291

JAMES L. CONLEY
THOMAS G. GREENE

May 4, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Contract #2856 - John A. Logan
Tutuilla Creek Section, Pendleton-
John Day Highway.

Dear Mr. Williams:

The department has previously been advised that Mr. Logan wishes to make a claim for additional estimate on the above contract. He now has the necessary figures ready and asked me to write you for an appointment some two or three weeks hence at which time Mr. Logan and I will come to Salem to see you about the matter.

Thanking you for the courtesy,

Very truly yours,

CONLEY & GREENE

Jas. L. Conley

By: James L. Conley

JLC:jmd

RECEIVED
MAR 21
FOR FILING

30-1133

854

March 18, 1949

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. P. H. Lyman, Mgr. Claim Dept.

Dear Mr. Lyman:

I have just received your letter of March 16, in which you ask the State Highway Commission to continue to withhold further payments to Mr. Logan for work performed on his Contract No. 2856 for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, until advised by you to release it. I shall be pleased to comply with your request. I am today so informing our Auditor.

Pursuant to the request in the third paragraph of your letter, I enclose six of our standard assignment forms, which you state you wish to use in securing an assignment from Mr. Logan of the remaining amounts due him on this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ef
Enc
cc: [illegible]
F. A. Query

I attach a copy of Mr. Lyman's letter for your information. Please continue to withhold payments to Mr. Logan.

NOTED ON CARD

REFERRED TO
BY SECRETARY

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO ILLINOIS

OREGON CLAIM DEPARTMENT
400 WILCOX BLDG.

PORTLAND 4, OREGON

March 16, 1949

ANSWERED
H.B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H.B.Glaisyer
Secretary

Dear Mr.Glaisyer:

Re: S.D. 26575, John A. Logan
-to- Oregon State Highway Commission
Contract #2856

Our office received a copy of your letter of February 22nd directed to Mr.W.C. Crow, Superintendant of the Surety Claims Department of the Continental Casualty Company as well as a copy of your letter of March 3rd to our Home Office.

For the time being we wish that you would continue to withhold any further payments to Mr. Logan for work performed under this contract. We have in mind securing an Assignment from Mr. Logan for the amount of the retention or any other sums due under the contract as soon as Mr. Logan returns to Portland.

We would appreciate your sending us a set of assignment forms as we understand you prefer your own form executed by the contractor.

Thanking you for your courtesy in this matter, we are

Yours very truly,

P.H. Lyman

Mgr., Claim Dept.

PHL/lr

RECEIVED
MAR 18 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 7 1949
FOR FILING
30-1133
2854

Files

March 3, 1949

Pendleton Sand & Gravel Company
P.O. Box 245
Pendleton, Oregon

Attention: F. H. Smith, Office Mgr.

Dear Mr. Smith:

This is to acknowledge receipt of, and to thank you for your letter of February 28, 1949, which I received in this morning's mail, and in which you advise that your account against John A. Logan arising out of Mr. Logan's contract with the State Highway Commission, for construction of the Tutuilla Creek Section of the Oregon-Washington Highway, has been paid in full.

I wrote you yesterday on the same subject, and if you have not already done so, you need not reply, because the information I wanted was contained in the letter I received today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NBO:ts

cc- Floyd Query

NOTED ON CARD
3-3-49, gl

March 3, 1949

Mr. W. C. Crow, Superintendent
Surety Claims Department
Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Dear Mr. Crow:

I wish to thank you for your letter of February 28, 1949, just received, advising that the claim of Pendleton Sand and Gravel Company in the amount of $1841.05, against John A. Logan, and arising out of Oregon State Highway contract No. 2856, has been paid. We are making proper notification in the records of the job.

Incidentally, I received in today's mail a letter from the Pendleton Sand and Gravel Company confirming your statement.

The question now arises whether or not you wish us to continue to withhold further payments to Mr. Logan for work performed under this contract. The record of the State Highway Commission fails to disclose any further outstanding claims, however, there may be some that have not been brought to the attention of this Department. Your advice will be appreciated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ts

cc- Northwest Branch Office
Parker H. Lyman
Floyd Query

3-3-49 ge

March 2, 1949

Pendleton Sand & Gravel Co.
Pendleton, Oregon

Gentlemen:

I received in today's mail, letter from Continental Casualty Company advising your claim against John A. Logan, arising out of his contract, No. 2856, for the construction of the Tutuilla Creek Section of the Oregon-Washington Highway, has been paid in full. I will be pleased to receive from you verification of that statement so that we can close our records on the subject.

Letter rec'd 3/3/49 verifying statement.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Floyd Query

Plant
South of Pendleton
on Pilot Rock Highway

PENDLETON TELEPHONE 43F2
UMATILLA TELEPHONE 470

Pendleton Sand & Gravel Company

GENERAL CONTRACTORS

Rock Crushing, Road Oiling, Excavation and Grading
Washed Sand and Gravel
P. O. BOX 246
PENDLETON, OREGON

February 28, 1949

Oregon State Highway Commission

Salem, Oregon

Re: Our labor lien against Performance Bond contract #2856

Gentlemen:

The Continental Casualty Company has paid this amount in full. Their check cleared the Portland bank and was credited to our account February 25, 1949.

Sincerely yours,

PENDLETON SAND & GRAVEL COMPANY

J. H. Smith
Office Manager

ACKNOWLEDGED
H. B. GLAISYER

3-3-49

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

[illegible]

February [illegible], 194[illegible]

Oregon State Highway Commission,
Salem, Oregon

Attention: [illegible]
[illegible]

Gentlemen:

Re: [illegible]
[illegible] Oregon State Highway Commission
[illegible] Sand & Gravel Co.

[illegible]

Yours very truly,

[illegible]

[illegible]
[illegible]

RECEIVED
FEB 25 1949
FOR FILING

30-1132

2856

Mrs. Lewis
note on card

February 16, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State which had been filed with their office by the Pendleton Sand and Gravel Company against John A. Logan for work performed on our contract 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

This claim, which is in the amount of $1,341.05 for labor, rock and asphalt furnished, appears to be the same claim regarding which we wrote you on February 15. As both of the claims have been filed with the Secretary of State and in turn forwarded to this office, we are relaying the information to you as your company appears as surety on the bond executed with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

John A. Logan
2804 N. E. 74th Avenue
Portland 13, Oregon

FILED ON CARD

2-16-49

COPY

PENDLETON SAND & GRAVEL COMPANY

General Contractors

Rock Crushing, Road Oiling, Excavation and Grading, Washed sand and Gravel

P. O. Box 245

Pendleton, Oregon
February 9, 1949

To: Oregon State Highway Commission
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned PENDLETON SAND AND GRAVEL COMPANY has a claim for the furnishing of labor, crushed roadway stone and asphalt in the sum of $1,841.05 against the bond taken from John A. Logan and/or Continental Casualty Company for the work of constructing the Bituminous Macadam roadway surface on Oregon State Highway Commission contract No. 2856, Tutuilla Creek Section of the Pendleton—John Day Highway.

PENDLETON SAND & GRAVEL COMPANY

BY NORRIS H. LOONEY
Nooris H. Looney—Owner

ENDORSED:
File No. 3150
Filed February 11, 1949
Earl T. Newbry

RECEIVED
FEB 25 1949
FOR FILING

31-1133

2856

2856

Mrs. Lewis
not on card

February 16, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by the Pendleton Sand and Gravel Company in the amount of $1,841.05 against John A. Logan for work on our Contract No. 2856, being the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

This claim bears your file No. 3150.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

2-16-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 11, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Pendleton Sand and Gravel Company for labor furnished in the sum of $1,841.05.

This is evidently the same claim covered by their letter of February 5th, which they requested to have filed as a lien against the bond taken from John A. Logan and/or Continental Casualty Co. as a guarantee on contract No. 2856. Copies of this were mailed to you as of February 10th.

The claim received to day has been filed with the original notice under our file number 3150 and three copies are enclosed for your information.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 16
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

2-16-49

RECEIVED
FEB 25 1949
FOR FILING

30-11 3 3

2856

Mrs. Lewis
note on card

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3150.

This claim was filed by the Pendleton Sand and Gravel Company against John A. Logan for miscellaneous work performed for the contractor in connection with our Contract No. 2856 on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. This claim is in the amount of $1841.05.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

2-15-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 9, 1949

2856

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing three copies of a letter from Pendleton Sand & Gravel Company which they have requested that we file as a lien in the amount of $1,841.05 against the bond furnished by John A. Logan and/or the Continental Casualty Company for proper execution of contract #2856.

This letter has been filed today as claim No. 3150.

→ Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FL

ENC.

REFERRED TO
query
SECRETARY

NOTED ON CARD
2-14-49

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1949
FOR FILING

30-1133

836

Mrs. Lewis
note on card

February 15, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State which was filed in their office by the Pendleton Sand and Gravel Company in the amount of $1841.05 against John A. Logan.

This appears to come under our contract No. 2896 with Mr. Logan for work on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. This claim, you will note, is in a letter form and states that the claim is for contract items No. 17 through 25 inclusive, consisting of base construction, leveling course and surfacing.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham and Bates
901 S. W. Washington Street
Portland 5, Oregon

John A. Logan
3824 N. E. 74th Avenue
Portland 13, Oregon

NOTED ON CARD
2-15-49

PENDLETON SAND & GRAVEL COMPANY
GENERAL CONTRACTORS

Rock Crushing, Road Oiling, Excavation and Grading
Washed Sand and Gravel

P. O. Box 245

PENDLETON, OREGON

February 5, 1949

State of Oregon
Secretary of State
Salem, Oregon

Relative: Oregon State Highway Department Contract #2856
Tutuilla Creek Section --John A. Logan, Contractor
Lien Against Performance Bond $1,841.05

On February 2, 1947 the Pendleton Sand & Gravel Company entered into a sub-contract agreement with John A. Logan on the project listed above and delivered to him a bond in the amount of our work on this job.

Our sub-contract specified that we were to perform all the work listed in Contract Items,No. 17, 18, 19, 20, 21, 22, 23, 24, and 25, consisting in preparation of roadway to receive base course, lay base course, lay level course, tack coat, binder coat and seal coat.

The prime contractor experienced many delays in the completion of his part of the work and the roadway was not ready for final oiling until June of 1948. We finished our contract work in June of 1948 and all work done by this firm was contained in Estimate No. 14, dated July 2, 1948. The total amount of work done by this firm amounted to $19,188.00 and to date we have received $17,347.94 leaving a balance of $1841.05. The last amount paid was $723.95 paid by the Continental Casualty Co. September 23, 1948. Since that date we have repeatedly requested the bonding company to pay the balance outstanding and at this writing they have not complied.

The bonding company has implied that John A. Logan has not received final payment from the state and that he and the state are in disagreement over the total amount of the contract.

Today, we checked via long distance telephone with the office of Mr. Probert at Salem and learned that on November 3, 1948 the State of Oregon formally accepted the job and made final payment to Mr. Logan.

During the life of this contract we found Mr. Logan very reluctant and slow to pay his just bills based on engineer's estimates and in December 1947 it was necessary to sue John A. Logan and/or the Continental Casualty Company for the money due us for the year 1947.

We believe that since our work was done to the satisfaction of the Oregon State Highway department that our bill should have been paid within thirty days after the completion of our work, and that final payment to us should not be based on the settlement of any disagreement between the Oregon State Highway department and John A. Logan.

Therefore, please accept this letter as a lien in the amount of $1841.05 against the bond held by the State of Oregon and furnished as a performance bond by John A. Logan and/or the Continental Casualty Company as a guarantee of proper execution of contract #2856 and final payment of all bills incurred in the execution of this work.

Upon receipt of payment of this amount due from either John A. Logan or the bonding company, we will notify your office and ask that this lien be withdrawn.

Sincerely yours,

PENDLETON SAND & GRAVEL COMPANY

MORRIS H. LOONEY

Morris H. Looney--Owner

CC; Continental Casualty Co.

ENDORSED:

File No.315D
Filed February 9, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 14
FOR FILING

-1133

28

Note on card

August 2, 1948

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. F. H. Lyman

Gentlemen:

SB-26575, John A. Logan
Contract No. 2856

On July 23, in response to your request in your letter dated July 21, a stop order was placed on any further payments to Mr. Logan under the above contract. Since that time we have received a letter from Mr. W. C. Crow, Superintendent of the Surety Claim Department in Chicago, a carbon copy of which was sent to you, in which he states that it is his understanding that the funds payable under this contract were to be released to the Continental Casualty Company in care of yourself.

To expedite the release of the funds and to prevent any misunderstanding as to their disposition we are attaching five copies of an assignment form which should be properly executed by the parties involved and the original and duplicate returned to this office. Upon the receipt of the assignment properly signed by Mr. Logan we can then release the funds to your company.

It is expected that the warrant will be available in about a week or ten days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
8-2-48

FAQ:dr 8/3/48
Enc.

cc - Warner H. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Washington

Mr. W. C. Crow, Supt.
Surety Claim Department
310 South Michigan Ave.
Chicago 4, Illinois

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

July 23, 1948

VIA AIR MAIL

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

Re: SD-26575, John A. Logan -to-
Oregon State Highway Commission
Contract No. 2856

We have your letter of July 15, copy of which we note you sent to Mr. Warner M. Bruce, of our Seattle Office, and advising of your intention to release to John A. Logan a portion of the funds that had been retained, such release to be in the amount of $1,053.34 and to be made on or about July 26, 1948.

As you probably know, this company has paid certain claims and settled suits for labor and materials furnished on this contract in excess of $5,700.00. Mr. Parker H. Lyman of our Portland, Oregon, office has been in touch with you regarding the release of funds under this contract which we understand were to be sent to the Continental Casualty Company at 409 Wilcox Building, Portland, Oregon, Attention of Mr. Parker H. Lyman.

We appreciate your writing us and we are sending a copy of this letter to Mr. Lyman as well as Mr. Warner M. Bruce of our Seattle office.

Yours truly,
W. C. Crow
W. C. Crow, Supt.,
Surety Claim Dept.

WCC:lp
CC: Mr. Parker H. Lyman
Portland Claim Dept.

Mr. Warner M. Bruce
Seattle Claim Dept.

NOTED ON CARD
7-[illegible]-48

RECEIVED
JUL 26 1948
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

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2856

November 30, 1948

Mr. John A. Logan
3824 N. E. 74th Ave.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of three days, from July 1 to July 3, 1948, within which to complete your contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc : E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD

11-30-48

RECEIVED
NOV 17 1948
FOR FILING

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Files

Salem, Oregon
November 17, 1948

Mr. Malcolm M. Hawke

Please continue to hold warrants due John A. Logan in connection with Contract No. 2856 until we hear further from Parker N. Lyman of the Oregon Claim Department of the Continental Casualty Company

When future warrants are released they should be mailed to Mr. Lyman in conformity with the November 9 letter from the Continental Casualty Company, a copy of which is attached.

Secretary

HBG:co
Attchs.
cc - Mr. Floyd Query

REFERRED TO
Miss Ennis
BY SECRETARY

Note on card

NOTED ON CARD
11-17-48

November 17, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Attention: Mr. W. C. Crow, Superintendent
Surety Claim Department

Dear Mr. Crow:

In your letter of November 9, 1948, concerning State Highway Contract No. 2856 with John A. Logan, the bond, No. 909216, in connection with which was written by the Continental Casualty Company, it is noted that you wish all future payments in connection with this contract mailed to the Portland Office in care of Mr. Parker H. Lyman, Manager, 409 Wilcox Building, Portland.

We shall be pleased to comply with your request, and instructions to that effect are being given today to the Chief Accountant.

We have a letter in our files from Mr. Lyman dated September 27, 1948, requesting that no further payments be made to Mr. Logan in connection with this job without his consent. We feel that we should abide by this order until it is rescinded by Mr. Lyman, so as the matter now stands, we will withhold any further payments to Mr. Logan until Mr. Lyman advises us that it is satisfactory to release them, and when we receive such instruction we will forward the warrants to Mr. Lyman in accordance with instructions in your letter of November 9. I trust this procedure meets with your approval.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. Malcolm H. [illegible] (2)
Mr. Floyd Query
Mr. Parker H. Lyman
Mr. Warner H. Bruce

[illegible]

11-17-48

Contract 2856
John A. Logan

from card:

9-28-48 "Rec'd letter from Surety requesting no further payment be made to contractor without their consent."

"Acknowledged surety's letter, --all payments will be withheld until otherwise notified by them. cc to Hawke."

"Hawke notified by note to withhold ---, payments."

F.Q.

TER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

November 9, 1948

Oregon State Highway Commission,
Salem, Oregon

Attention Mr. H. B. Glaisyer,
Secretary

Gentlemen:

Re: S. D. 26575, Bond #909216
John A. Logan -to-
Oregon State Highway Commission
Contract No. 2856

Your letter of October 27 just came to the attention of this Department today. We note copies were sent by you to Mr. Warner M. Bruce of our Seattle office, and to Durham & Bates at Portland, Oregon.

As you know, this company as surety on the contractor's bond paid numerous claims for labor and material supplied to this job and all payments under the contract should be sent to our Portland office, c/o Mr. Parker H. Lyman, Manager, Oregon Claim Department, Continental Casualty Company, 409 Wilcox Building, Portland, Oregon.

Your cooperation is appreciated.

Yours very truly,

W. C. Crow

W. C. Crow, Supt.
Surety Claim Dept.

WCC:EJ

CC to Mr. Parker H. Lyman, Manager
Oregon Claim Dept.,
Portland, Ore.

CC to Mr. Warner M. Bruce, Supt.
Northwest Claim Dept.,
Seattle, Wash.

What do our records show about payments?

REFERRED TO [illegible]
BY SECRETARY

ERED
GLAISYER

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-17-48

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2856

November 9, 1948

Mr. F. H. Lyman, Manager
Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

In your letter of November 4, 1948, concerning payments to John A. Logan in connection with State Highway Contract No. 2856 for grading and bituminous macadam and bridge construction on the Tutuilla Creek Section of the Pendleton-John Day Highway, you call attention to your letter of September 27 requesting that no further payments be made to Mr. Logan without your consent.

In conformity with that request, you may be sure that no additional payments will be made to Mr. Logan in connection with this job until a letter is received from you stating that it is satisfactory to do so.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ee

cc - Mr. Malcolm H. Hawke
Mr. Floyd Query

RECEIVED
NOV 17 1948
FOR FILING

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2856

Only four claims filed against contract No. 2856, John A. Logan, as follows:

Pendleton Sand and Gravel Co. in amt. of $3,272.40 - Judgment bought by the surety.

Pendleton Ready-Mix Co. in amt. of $1,289.80 - Judgment, amt.to $1595, bought by surety.

John L. Timmerman in amt. of $356.50 - paid

Jack Chapman in amt. of $71.50 - paid

NOTED
H. B. GLAISYER

RECEIVED
OCT 27 1948
FOR FILING

30-1133

2856

October 27, 1948

Continental Casualty Co.
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2856, covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County, was completed by the contractor, John A. Logan, on July 2, 1948 and that final payment in the amount of $2,535.76 will be made after the job is accepted by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

You are further advised that the total contract amount is $72,270.81, and that no force account work was performed on the project. This contract has not as yet been accepted by the Commission, however, we anticipate that this acceptance will be made at the Commission Meeting to be held in Portland on November 3 and 4.

You are being notified of this payment because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD

10-27-48

RECEIVED
OCT 22 1948
FOR FILING

30 - 1133

October 19, 1948

4-0f

Request for extension of time
No. 12
November 3 and 4 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from John A. Logan for an extension of time on Contract No. 2854, Tutuilla Section of the Pendleton-John Day Highway, from June 30, 1948, to July 3, 1948. All work on this project was completed some time ago, with the exception of a small amount of oiling on the bridge approaches which was completed after the major grading operations were completed.

This request for extension is for only two days, and no inconvenience was incurred by the State. I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
SEP 29 1948
FOR FILING

30-1133

2856

11/1-2

September 28, 1948

Continental Casualty Company
Oregon Claim Department
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. P. H. Lyman
Manager

Dear Mr. Lyman:

In accordance with your request of September 27 we are today notifying our Accounting Department to withhold future payments to John A. Logan in connection with his contract with the State Highway Commission, Contract No. 2856, for the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

All future payments will be withheld until we are further notified by your office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Mr. Malcolm H. Hawke
Atten: Miss Wicklander
Mr. Floyd Query

Mr. Hawke:

Will you please withhold all future payments to the above contractor in connection with Contract No. 2856 until further notified.

H.B.G.

NOTED ON CARD

9-28-48, gl

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

OREGON CLAIM DEPARTMENT
408 WILCOX BLDG.

PORTLAND 4, OREGON

September 27, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

-- Attn. Mr. H.B. Glaisyer, Secretary --

Re: S.D. 26575, John A. Logan -to-
Oregon State Highway Commission
Contract No. 2856

The Continental Casualty Company as surety under the above captioned contract request that no further payments be made to John A. Logan, the contractor, without our consent.

Thanking you, we are

Yours very truly,

P. H. Lyman

Mgr., Claim Dept.

PHL/lr

NOTED ON CARD

7-25-48

RECEIVED
SEP 28 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 28 1948
FOR FILING

30-1133

2856

September 17, 1948
Salem, Oregon

Mr. H. M. Hawks

NOTED
H. B. GLAISYER

We are enclosing herewith a copy of a letter from Mr. John A. Logan requesting that the warrant for estimate No. 13 be forwarded to the surety. We are also enclosing a copy of a letter from Mr. P. H. Lyman, Manager of the Claim Department, Continental Casualty Company, requesting that the warrant for estimate No. 13 be forwarded to him. This is in connection with Contract No. 2856 for grading and other work on the Pendleton-John Day Highway in Umatilla County.

The warrant for estimate No. 13 may be released to the surety at the address they give.

Secretary

HBG:FAQ:ac

encl.

NOTED ON CARD
9-17-48 gl

September 17, 1948

Mr. P. K. Lyman
Manager, Claim Dept.
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

This is to acknowledge your letter of September 10 requesting that the warrant for estimate No. 13 on Contract No. 2856 with John A. Logan, for work on the Pendleton-John Day Highway in Umatilla County, be forwarded to you at your Portland address.

We also received with your letter Mr. Logan's statement requesting that the warrant for this estimate be forwarded to you. We have today advised the Chief Accountant that this may be done.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FAG/se

cc: M. E. Hauke

Mr. John A. Logan
3824 N. E. 74th
Portland 13, Oregon

NOTED ON CARD

9-17-48, gl

TUCHBREITER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO ILLINOIS

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 [redacted] WILCOX BLDG.

PORTLAND 4, OREGON

September 10, 1948

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: John A. Logan -to-
Oregon State Highway Commission
Contract #2856

Will you please be good enough to forward the warrant on estimate #13 on the above contract drawn in favor of John A. Logan to the Continental Casualty Company, 409 Wilcox Building; Portland, Oregon, and oblige. We are attaching hereto Mr. Logan's letter of September 10th requesting this procedure.

The Assignments you forwarded will not be used. We trust the draft will come forward at an early date.

Yours very truly,

P. H. Lyman
Mgr., Claim Dept.

PHL/lr

est #13 forwarded 9-13-48
in amount of $[illegible]

RECEIVED
SEP 13 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
9-13-48 gl

John A. Logan
GENERAL CONTRACTOR
EXCAVATING, SHOVELS, TRUCKS AND DOZERS
3824 N. E. 74th GA 2047
PORTLAND 13, OREGON

September 10, 1948

Mr. H. B. Glaisyer
Secretary, State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer,

Re: Contract #2856 - JOHN A. LOGAN

Estimate 13 on the above contract has been signed and returned to your office.

This letter is to request you to forward check covering this estimate to Mr. Parker Lyman, Continental Casualty Company, 409 Wilcox Building, Portland, Oregon.

Thank you very much for this courtesy.

Yours very truly,

John A. Logan

NOTED ON CARD
9-13-48 gl

RECEIVED
JUL 26 194
FOR FILING

30-1133

2856

July 23, 1948

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. F. H. Lyman

Gentlemen:

John A. Logan, Contract No. 2856

Filed with Contract

We have received your letter dated July 21, in which you request that all payments on the above mentioned contract be held up pending consent of the surety.

Mr. M. H. Hauke, Chief Accountant, is being notified of this request.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:dr

cc - Mr. M. H. Hauke

NOTED ON CARD
7-23-48,

17

RECEIVED
JUL 19 1948
FOR FILING

30-1133

2856

July 15, 1948

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to John A. Logan a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2856 covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. This payment, which is in the amount of $1,053.34 reduces the retained percentage to 3% from a lump sum of $2547.00 earned by the contractor or the sum of $2,156.75. The present payment to the contractor will be made on or after July 26, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED
H. B. GLAISYER

gl

cc: Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD
7-15-48

Form E-1—5M—8-47

JT

30-1133

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #51

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1948

Section Tutuilla Creek

Kind of work Grading, Bit. Macadam & Bridge

Highway Pendleton-John Day

Section prefix 30-1133

Contractor John A. Logan

Contract number 2856

Date of Contract November 21, 1946

Date of completion July 31, 1947

Date work started Jan. 21, 1947

Estimated date of completion July 2, 1948

Amount of contract $73,960.00

Per cent of time elapsed 233.7 %

Estimated cost of completed project, exclusive of engineering $72,168.28

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $3873.48, 87.3 %

Date project was completed July 2, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finishing the Bridge at Tutuilla was completed June 29th.

Preparing for oiling at Tutuilla Bridge was started June 29th. but due to various delays was not completed until July 2, therefore July 2, was the final date of completion.

RECEIVED
JUL - 6 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed W. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.05	1.05		1.05	
Miles partially completed					
Miles completed	1.05	1.05		1.05	
Total estimated quantities	40,591.4	3466		1040.8	
Estimated quantities moved or placed to date	40,591.4	3466		1040.8	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	10				

Percentages of men employed on contract to be secured from:

..........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ......, Crushing or screening plants ......

Compressors ......, Bulldozers ......, Sheep-foot rollers ......, Trucks 4, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair	8	Breakdown of Equipment
Friday	Fair		
Saturday	Fair		

RECEIVED
JUN 9 1948
FOR FILING

30-11-3

June 7, 1948

Mr. John A. Logan
3824 N. E. 74th Ave.
Portland 13
Oregon

Dear Sir:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 61 days, from May 1 to July 1, 1948, within which to complete your contract No. 2856 for the Tutuilla Creek Section of Pendleton-John Day Highway, in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD

6-7-[illegible]

RECEIVED
MAY 25 1948
FOR FILING

30-1133

Files

May 20, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a letter from Raley, Kilkenny and Raley, Pendleton attorneys, advising that the case of Timmerman versus Logan pending in the Circuit Court has been dismissed. This is in connection with the claim filed by John L. Timmerman in the amount of $356.90 against John A. Logan for work performed on contract No. 2856, the Tutuilla Creek section of the Pendleton-John Day Highway in Umatilla County.

This notice is sent to you as your company appears as surety for the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Durham and Bates
901 Southwest Washington
Portland 5, Oregon

John A. Logan
3824 Northeast 74th Avenue
Portland 13, Oregon

NOTED ON CARD

RECEIVED
MAY 25 1948
FOR FILING

30-1133

Files

May 20, 1948

Raley, Kilkenny & Raley
101 Southeast Byers Avenue
Pendleton, Oregon

Gentlemen:

We acknowledge with thanks your letter of May 14, advising us that the claim of John L. Timmerman versus John A. Logan which was pending in the Circuit Court was dismissed sometime ago. This is in connection with Mr. Logan's contract No. 2856 for work on the Tutuilla Creek Section of the Pendleton-John Day Highway.

We appreciate your notice of this as it enables us to bring our records up to date.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636

May 14, 1948

Oregon State Highway Commission
Salem, Oregon

Re: Timmerman vs. John A. Logan - Tutuilla Section

Gentlemen:

This is to advise you that the above case pending in our Circuit Court here was dismissed sometime ago. You will undoubtedly want to make a notation of the entry of this Order of Dismissal on your records if you have not already done so.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

REFERRED TO [illegible] — [illegible]!
BY SECRETARY

acknowledge
notify [illegible] [illegible]
[illegible]

RECEIVED
MAY [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 25 1948
FOR FILING

36-1153

Files

May 20, 1948

Raley, Kilkenny and Raley
101 Southeast Byers Avenue
Pendleton, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of May 14 to which was attached a copy of a Judgment by Stipulation in the Circuit Court for Umatilla County of Meany versus Logan in connection with the claim of Mr. Meany dba Pendleton Ready-Mix Company against Mr. Logan's contract No. 2856 for work performed on the Tutuilla Creek Section of the Pendleton-John Day Highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

[illegible] K

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636

May 14, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Meany vs. Logan

This is to advise you that Judgment by Stipulation was entered in the above case. A copy of this Judgment is enclosed for your records.

This Judgment has been purchased from Mr. Meany by the Continental Casualty Company and is now held by them.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

Enc:
cc of Judgment

REFERRED TO [illegible] - [illegible]
BY SECRETARY

[illegible]
[illegible]
[illegible]

RECEIVED
[illegible]
SION

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR UMATILLA COUNTY

State of Oregon, for the use and benefit of William Meany, an individual, doing business in Pendleton, Oregon, under the assumed business name of Pendleton Ready-Mix Co.,

Plaintiff,

vs.

John A. Logan and Continental Casualty Company, a corporation,

Defendants.

JUDGMENT

Law No. 5393

THIS MATTER COMING ON NOW to be heard for Judgment in the above entitled cause, it appearing to the Court that all parties hereto have entered into a Stipulation to the effect that plaintiff might have Judgment entered in his favor for the sum of fifteen hundred and ninety-five dollars ($1595.00), and the Court being fully advised in the premises, and said Stipulation being now on file herein.

IT IS HEREBY ORDERED AND ADJUDGED that plaintiff have and recover of and from defendants the sum of fifteen hundred and ninety-five dollars ($1595.00), and Judgment is hereby entered against defendants, and each of them, for the sum of fifteen hundred and ninety-five dollars ($1595.00).

ENTERED in Chambers at Pendleton, Oregon, on 29th April, 1948.

Homer I Watts
Circuit Judge

RECEIVED
MAY 25 1948
FOR FILING

30-1133

Files

May 20, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received from Raley, Kilkenny and Raley, Pendleton attorneys, a copy of a Judgment by Stipulation entered in the Circuit Court for Umatilla County. This Judgment is in the amount of $1,595, the plaintiff being William Meany doing business as the Pendleton Ready-Mix Company against John A. Logan, contract No. 2856 for work performed on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

We have been advised by Raley, Kilkenny and Raley that this Judgment has been purchased from Mr. Meany and is now being held by your company.

This notice is sent to you as you appear as surety on the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Durham and Bates
901 Southwest Washington
Portland 5, Oregon

John A. Logan
3824 Northeast 74th Avenue
Portland 13, Oregon

NOTED ON CARD

RECEIVED
MAY 24 1948
FOR FILING

3_-1133

May 18, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received from Raley, Kilkenny and Raley, Pendleton attorneys, a copy of an Assignment of Judgment in the amount of $4,154.83 which has been purchased by your company from the creditors, Pendleton Sand and Gravel Company.

This is in connection with a claim previously filed by the Pendleton Sand and Gravel Company against John A. Logan on contract No. 2856 for grading, bituminous macadam and bridge work on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Durham and Bates
901 Southwest Washington
Portland 5, Oregon

Mr. John A. Logan
3824 Northeast 74th Avenue
Portland 13, Oregon

NOTED ON CARD
5-18-48 GK

RECEIVED
MAY 24 1948
FOR FILING

30-1133

May 18, 1948

Raley, Kilkenny and Raley
101 Southeast Byers Avenue
Pendleton, Oregon

Gentlemen:

We acknowledge with thanks your letter of May 15 with which you enclosed a copy of an Assignment of Judgment in the amount of $4,154.83 purchased by the Continental Casualty Company from the creditors, Pendleton Sand and Gravel Company, in connection with contract No. 2856 to John A. Logan for grading, surfacing and a bridge on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636

May 15, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Pendleton Sand & Gravel Company vs. John A. Logan - Tutuilla Section

Enclosed find copy of Assignment of Judgment which has been given in the above case. This Judgment has been purchased from the Judgment creditors by the Continental Casualty Company.

We thought that you would want to make this notation on your records.

Yours truly,

RALEY, KILKENNY & RALEY

By James H Raley

Enc:
cc of Assignment of
Judgment

REFERRED TO
[illegible]
BY SECRETARY

advise [illegible] that [illegible] done.
notify [illegible]
record [illegible]

RECEIVED
[illegible]
OREGON

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR UMATILLA COUNTY

State of Oregon, for the use and benefit of Garfield Powers, Raymond Colgan, and Norris H. Looney, Partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company,

Plaintiffs,

vs.

John A. Logan and Continental Casualty Company, a corporation,

Defendants.

ASSIGNMENT OF JUDGMENT

Law No. 5392

KNOW ALL MEN BY THESE PRESENTS, That We, Garfield Powers, Raymond Colgan, and Norris H. Looney, Partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company, in consideration of forty one hundred fifty four dollars and eighty three cents ($4154.83), lawful money of the United States of America, to us paid by Continental Casualty Company, a corporation, hereinafter designated as "assignee", the receipt of which money is hereby acknowledged, have assigned unto said assignee a Judgment recovered by us on the 14th day of May, 1948, in the Circuit Court of the State of Oregon for Umatilla County, against John A. Logan and Continental Casualty Company, a corporation, for the sum of forty one hundred fifty four dollars and eighty three cents ($4154.83), in that certain case carrying the above entitled caption and being numbered Law No. 5392, and entered in Book J, on Pages 48 and 162, in the Judgment Docket of the Circuit Court of the State of Oregon for Umatilla County, Oregon. Said assignee may hereafter be substituted in said action in place of us and may take all other means that we might take to enforce said Judgment if this Assignment had not been made, but upon the express condition that we will not be held liable for any expense or damages that may arise. This Assignment is made and given without recourse or warranty other than that said Judgment has not been paid, assigned, or transferred, or otherwise encumbered by us.

IN WITNESS WHEREOF we have hereunto affixed our hands and seals on 14 May, 1948.

/s/ Garfield Powers (SEAL)
(Garfield Powers)

/s/ Raymond Colgan (SEAL)
(Raymond Colgan)

/s/ Norris H. Looney (SEAL)
(Norris H. Looney)

Partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company.

STATE OF OREGON }
County of Umatilla } ss

On 15 May, 1948.

Personally appeared the above named Garfield Powers, Raymond Colgan, and Norris H. Looney, Partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

/s/ James H. Raley
Notary Public for Oregon

Seal

My Commission Expires July 31, 1949

RECEIVED
MAY 10 1948
FOR FILING

30-1133

May 10, 1948

Request for Extension of Time
No. 5
May 24 and 25 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto copy of a request from John A. Logan, for an extension of time from May 1, 1948 to July 1, 1948, on his Contract No. 2856, Tutilla Section of the Pendleton-John Day Highway.

Due to the unusually late Spring this year, it has been inadvisable to do the small amount of oiling necessary to complete this contract.

Because of a shortage of bridge materials, Mr. Logan was unable last Fall to complete the bridge and approaches, which were a portion of this contract, prior to the start of the heavy Fall rains.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc- W. C. Williams
H. G. Smith

RECEIVED
MAY 7 1948
FOR FILING

30-1133

May 6, 1948

Raley, Kilkenny & Raley
101 Southeast Byers Avenue
Pendleton, Oregon

Attention: Mr. James H. Raley

Gentlemen:

Reference is made to your letter dated May 5, 1948, regarding Estimate No. 12-A or later estimates, on the Tutuilla Section, State Highway Contract No. 2856.

No. 12-A is the last Estimate which has been paid. No later estimates have been submitted for additional payments.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:nd

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636

May 5, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Tuitilla Section, Contract No. 2856, Our #14-791

We represent the Pendleton Sand and Gravel Company in their suit against the prime contractor for moneys due for services performed.

We have Estimate 12-A submitted by this contractor. If any later estimates have been submitted by contractor please send us a photostatic copy thereof with certificate of the Secretary of the State Highway Commission thereto attached and charge us for the same.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
MAY 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1948
FOR FILING

30-1133

Files

April 8, 1948

Mr. P. H. Lyman
Manager, Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

In your letter of April 5, 1948, concerning the payment of a semi-final estimate to Mr. John A. Logan in connection with his contract, No. 2856, for the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, you state that you wish the semi-final warrant to be drawn in favor of John A. Logan but mailed to the Continental Casualty Company, 409 Wilcox Building, Portland 4, Oregon.

This is in conformity with our intentions, and you may be assured that the warrant will be mailed to you as directed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 4/9

cc - Mr. Malcolm H. Hawke

NOTED ON CARD
4-8-48

REFERRED TO
[illegible]
BY SECRETARY

note on card

DENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 [redacted] WILCOX BUILDING

PORTLAND 4, OREGON

April 5, 1948

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: John A. Logan -to-
Oregon State Highway Commission
Contract #2856

Mr. W.C. Crow, Superintendent of the Surety Claim Department of our Home Office in Chicago, has forwarded to us copy of your letter of March 29th advising that you are releasing payment in the amount of $3,000 to John A. Logan being a portion of the funds heretofore retained by the Commission in connection with Contract #2856 covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. Under date of March 10, 1948 I wrote you advising that the Continental Casualty Company as surety on Mr. Logan's bond on this particuler job consented to the release of $3000.00 of the retention for the purpose of paying outstanding bills on this job without prejudice to the bond with the definite understanding that the check for the semi-final be drawn to John A. Logan and the warrant mailed to the Continental Casualty Company office at 409 Wilcox Building; Portland 4, Oregon. Mr. Logan called me stating that he had signed the estimate and was returning it to your office. Therefore, the warrant should come direct to us in due course of time.

Yours very truly,

P. H. Lyman

Mgr.,Claim Dept.

PHL/lr

RECEIVED
APR 6 1948
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

NOTED ON CARD

4-6-48. [illegible]

RECEIVED
APR 12 1948
FOR FILING

30-1122

Misc

April 8, 1948

Raley, Kilkenny & Raley
Attorneys at Law
101 S. E. Byers Avenue
Pendleton, Oregon

Attention: Mr. James H. Raley

Dear Mr. Raley:

Thank you for your letter of April 7, 1948, enclosing copy of Motion and Order of Dismissal of the claim of Jack Chapman against John A. Logan and the Continental Casualty Company, which claim arises out of Mr. Logan's contract, No. 2856, with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

We appreciate very much receiving this information. It is doubly appreciated because such matters are too often overlooked when claims are satisfied, but we like to have the information to complete our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 4/9

NOTED ON CARD
4-5-48 gc

April 8, 1948

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today been notified of the satisfaction of the claim of Jack Chapman against Mr. John A. Logan arising out of Mr. Logan's contract, No. 2856, with the State Highway Commission for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, Oregon.

You are given this information since the Continental Casualty Company appears as surety on the bond furnished by Mr. Logan in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ce 4/9

cc - Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

Messrs. Senn, Recken & Recken
Public Service Building
Portland 4, Oregon

Messrs. Comley & Greene
Attorneys at Law
905 Porter Building

Continental Casualty Company
Durham & Bates, Agent
901 S. W. Washington Street
Portland 4, Oregon

c/o J. S. Risley

NOTED ON CARD
4-8-48 gf

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636

April 7, 1948

Oregon State Highway Commission
Salem, Oregon

Re: Chapman vs. Logan, 14-881

Gentlemen:

Enclosed find copy of Motion and Order of Dismissal of the above entitled matter. You will undoubtedly want to make notation of the entry of this Order on your records.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

ACKNOWLEDGED
H. B. GLAISYER

Enc:
Motion for Order of Dismissal
Order of Dismissal

cc:
Mr. John A. Logan
3824 N. E. 74th Ave.
Portland, Oregon

Messrs. Senn, Recken & Recken
Public Service Building
Portland 4, Oregon
Enc: As listed above

Messrs. Conley & Greene
Attorneys at Law
905 Porter Building
Portland 4, Oregon

RECEIVED
APR 8 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CAR
4-8-48

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR UMATILLA COUNTY

State of Oregon, for the use and benefit of Jack Chapman,

Plaintiff,

vs.

John A. Logan and Continental Casualty Company, a corporation,

Defendants.

MOTION FOR ORDER OF DISMISSAL

Law No. 5420

COMES NOW plaintiff, appearing by its attorneys, Raley, Kilkenny & Raley, and based upon the records and files in this cause, respectfully moves the Court for an Order dismissing the above entitled cause, with prejudice, to plaintiff and without costs to defendants for the reason that this cause is now fully adjusted and settled between the parties.

RALEY, KILKENNY & RALEY
Attorneys for Plaintiffs.

STATE OF OREGON
UMATILLA COUNTY } ss.
I HEREBY CERTIFY THAT THE FOREGOING COPY IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL THEREOF

James H Raley
ONE OF THE ATTORNEYS FOR

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR UMATILLA COUNTY

State of Oregon, for the use and benefit of Jack Chapman,
Plaintiff,
vs.
John A. Logan and Continental Casualty Company, a corporation,
Defendants.

ORDER OF DISMISSAL

Law No. 5420

THIS MATTER coming on now to be heard on plaintiff's motion for an Order dismissing the above entitled cause, with prejudice to plaintiff, and without cost to defendants, and the Court being fully advised in the premises, it is HEREBY ORDERED AND ADJUDGED that the above entitled cause be and the same is now HEREBY DISMISSED with prejudice to plaintiff, to commence another action, and without costs to the defendants.

ENTERED in Chambers at Pendleton, Oregon, 7 April ~~March~~, 1948.

Homer I Watts
(Circuit Judge)

STATE OF OREGON }
UMATILLA COUNTY } ss

I HEREBY CERTIFY THAT THE FOREGOING COPY IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL THEREOF.

James H Raley
ONE OF THE ATTORNEYS FOR plaintiff

RECEIVED
JAN 27 1949
FOR FILING

30 - 1133

2856

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

America's No. 1 Accident and Sickness Insurance Company

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. 310 SOUTH MICHIGAN AVE. CHICAGO 4. ILLINOIS

April 2, 1948

Oregon State Highway Commission,
Salem, Oregon

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

Re: S. D. 26575, John A. Logan -to-
Oregon State Highway Commission
Contract No. 2856

Your letter of March 29 advising that it is the intention of the State Highway Commission to release to John A. Logan a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 2856, covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County, and that this payment, which is in the amount of $3000.00, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2547.00.

As you state, claims have been filed against this project and also with this company, and as you know, there are pending suits under the bond.

All this has been handled by Mr. Parker H. Lyman, manager of our Portland, Oregon, Claim Department, 409 Wilcox Building, and our attorneys in Portland, Senn, Recken & Recken. We are accordingly sending copy of your letter as well as a copy of our reply to our Portland representatives, as we understand that they are in touch with you regarding the release and disbursement of moneys due under this contract.

Yours very truly,

W. C. Crow

W. C. Crow, Supt.
Surety Claim Dept.

WCC:EJ

RECEIVED
APR 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1948
FOR FILING
30-1133

Files

March 24, 1948

P. H. Lyman, Manager
Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

I have just returned to the office from several days absence because of illness and find on my desk your letter of March 10 consenting to the release of $3,000 to Mr. John A. Logan in connection with his contract No. 2856 for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County. Thank you for the information contained therein.

I am asking the Office Engineer, Mr. S. H. Probert, to prepare a voucher in such amount, which will leave a retained percentage of approximately $2,500, as stated in my previous letter of March 3.

The Auditing Department is being instructed to mail the warrant covering this payment to the office of the Continental Casualty Company, 409 Wilcox Building, Portland 4, Oregon, pursuant to instructions contained in your letter, when the warrant is received from the Secretary of State.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ee 3/25

cc - Mr. S. H. Probert
Mr. Malcolm H. Hawks
Attn: Miss Wicklander

Mr. John A. Logan
3824 N. E. 74th
Portland 13, Oregon

NOTED ON CARD

3-31-48

Note on card

REFERRED TO query — Mrs Lewis
BY SECRETARY

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

SUALTY COMPANY

CAGO

P. H. LYMAN, MANAGER
409 [redacted] WILCOX BUILDING

PORTLAND 4, OREGON

March 10, 1948

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: John A. Logan -to-
Oregon State Highway Commission
Contract #2856

I received your letter of March 3rd advising that Mr. Logan had made a request for payment of a semi-final estimate in the approximate amount of $3,000.00.for the purpose of paying outstanding bills on the above captioned job. The Continental Casualty Company as surety on Mr. Logan's bond on this particular job consents to the payment of the semi-final without prejudice to the bond.with the understanding that the check for the semi-final will be drawn to John A. Logan and the voucher mailed to the Continental Casualty Company office at 409 Wilcox Building, Portland, Oregon.

Yours very truly,

P. H. Lyman

Mgr.,Claim Dept.

PHL/lr

[illegible] Hamb atten [illegible]

NOTE TO
DATE 3-24

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
3-11-48

RECEIVED
MAR 11 1948
OREGON
STATE HIGHWAY COMMISSION

~~[illegible] #3-S [illegible] sheet~~

John A. [illegible] #2856

Tutuilla Cr. sec. Umatilla Co.

	Tot. estimates	Retained
Est. #12 [illegible] 2-5-48	546.19	5,547.00 (7½%)

Partial estimates have been received from the field

Semi-final est. is not in as of 3-16-48

All vouchers for estimates inc. # 12, have been mailed out.

Increase [illegible]:

[illegible]	20[illegible].30
[illegible] & R.	74.75
Base leveling course	63.00
Sprinkling	12.75
Aggregate	140.00
RS-3	26.18
Asphalt	34.40
Seal coat	1[illegible]6[illegible]
	186.72

F.E.

RECEIVED
MAR 30 1948
FOR FILING

30-1133

March 29, 1948

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to John A. Logan a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 2856, covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. This payment, which is in the amount of $3,000.00, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,547.00. The present payment to the contractor will be made on issuance of warrant.

There are claims filed against this project, of which you have been previously notified.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

3-29-48, gl

RECEIVED
MAR 4
FOR FILING
1.30-1133

March 3, 1948

Mr. P. H. Lyman
Manager, Claim Department
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

Mr. John A. Logan has made a request for payment to him of additional monies that are due him from the State Highway Commission in connection with State Highway Contract No. 2856 for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, to allow immediate payment of some of the outstanding claims.

I am informed that there is still owing to Mr. Logan on this job the sum of approximately $5,500. The Highway Commission is willing to pay a semi-final estimate for this work in the amount of approximately $3,000, which would leave a retained percentage of about $2,500, provided the Continental Casualty Company, as surety on Mr. Logan's bond in connection with this job, will consent to such payment without prejudice to the bond.

Will you please let me know whether or not the company is willing to release such payment on the condition stated. Payment will be expedited as much as possible upon receipt of your reply. If approved, advise, where the check should be mailed.
HWS

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. John A. Logan
3824 N. E. 74th
Portland 13, Oregon

RECEIVED
FEB 20 1948
FOR FILING

30-1133

Salem, Oregon
February 18, 1948

Mr. Malcolm H. Hawke

Confirming my telephone conversation with Miss Wicklander of today, you are at liberty to release to the contractor John A. Logan the warrant in the amount of $1,246.85 that you are now withholding in connection with Mr. Logan's contract No. 2856 for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

You are also authorized to release to Mr. Logan the next following estimate, Estimate No. 12, which I understand is in the amount of $546.19, when received from the Secretary of State; moreover, you may release all future estimate warrants up to, but not including, the semi-final. Further instructions will be given you with respect to payment of the semi-final and final estimate warrants.

The warrants referred to above are to be made payable to the order of Mr. Logan but are to be mailed to the surety on the bond furnished by him in connection with this project — Continental Casualty Company, Oregon Claim Department, B. H. Lyman, Manager, 409 Wilcox Building, Portland 4, Oregon.

This procedure has the approval of Mr. J. M. Devers, Chief Counsel for the State Highway Commission.

HBG:ee

Secretary

cc - Mr. Floyd Query
Continental Casualty Co.
Mr. John A. Logan

NOTED ON CARD

Mr. Logan:

Inquiry in the Auditing office reveals that you have not returned the voucher covering the $546.19 payment referred to in this letter. The $1,246.85 warrant is being placed in the mail today.

H. B. Glaisyer

ROY TUCHBREITER
RECEIVED
FEB 26 1948
FOR FILING

36-1133

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. CHICAGO. ILLINOIS

February 17, 1948

State Highway Commission,
Salem, Oregon

NOTED
H. B. GLAISYER

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

Re: S. D. 26575, John A. Logan-to-
Oregon State Highway Commission
Claim of Jack Chapman
Claim of John L. Timmerman

This will acknowledge receipt of your letter of February 11 regarding letter received by you from Raley, Kilkenny & Raley, attorneys, Pendleton, Oregon, representing Jack Chapman of that city, who has a claim in the amount of $71.50 against John A. Logan, arising out of Mr. Logan's contract, No. 2856, with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, Oregon.

You also refer to a letter from this same law firm that John L. Timmerman of Pendleton has a claim in the amount of $356.50 against Mr. Logan arising out of the same contract.

We also have your two letters of February 13 with enclosures regarding these two claims.

We have referred this to our Portland, Oregon Claim Department for investigation and thank you for calling these claims to our attention.

Yours very truly,

NOTED
F. QUERY

W. C. Crow

W. C. Crow, Supt.
Surety Claim Dept.

WCC:EJ

RECEIVED
FEB [illegible] 1948
STATE HIGHWAY COMMISSION

REFERRED TO
Gilley
BY SECRETARY
until return
for files

RECEIVED
FEB 17 1948
FOR FILING

30-1133

2856

February 13, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago, 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim in the amount of $71.50, which has been filed in the office of the Secretary of State by Jack Chapman, against the bond taken from John A Logan, in connection with state highway contract No. 2856, for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb
Enc.

cc - John A. Logan

cc - Durham & Bates, Agents,
901 S. W. Washington Street
Portland, 5, Oregon

NOTED ON CARD

2-13-48 g P

COPY

OFFICE COPY

APPLICATION AND AFFIDAVIT

STATE OF OREGON)
)ss
County of Umatilla)

TO: The State of Oregon, The Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, Jack Chapman, and individual engaged in the contracting business at Pendleton, Oregon, being first duly sworn, and gives notice that he has a due and unpaid claim in the amount of $71.50, together with interest thereon at the rate of 6% per annum, from January 31st, 1948, until paid for labor and materials and machinery furnished for and to said John A. Logan, by the undersigned, at the request of John A. Logan, that said items are more particularly described on Exhibit A, which is hereto attached marked Exhibit A, and hereby referred to and by such reference made a part hereof, and that said claim is against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for Oregon State Highway Construction #2856 of the Oregon State Highway Department, awarded November 21st, 1946", said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, February 5th, 1948.

JACK CHAPMAN
(Jack Chapman)

Subscribed and sworn to before me on 5 February, 1948.

JAMES H. RALEY
Notary Public for Oregon

(SEAL)

My Commission Expires July 31, 1949

COPY

OFFICE COPY

AFFIDAVIT

STATE OF OREGON)
) ss
County of Umatilla)

I, Jack Chapman, being first duly sworn, depose and say: That I am an individual doing business in Pendleton, Umatilla County, Oregon, as a contractor.

That I supplied John A. Logan with certain labor, materials, and machinery and did certain work for John A. Logan, all for the prosecution of said John A. Logan's contract, with the Oregon State Highway Commission for construction on the Tutuilla Creek Section, of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said items so furnished were for the construction of the approaches to the bridge on a certain road that is part of the Oregon State Highway System and is under the jurisdiction of the Oregon State Highway Commission and is being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and on or about the 26th day of October, 1947, I did, at the special instance and request of said John A. Logan, furnish said items in connection with the construction of said highway and for the prosecution of the work thereon, and of the reasonable value of $71.50, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said amount has been made by me to said John A. Logan, but that said John A. Logan has failed, refused, and neglected to pay the same or any portion thereof.

COPY

That there is now due and owing to me on account of said items the sum of $71.50, together with interest thereon from January 31st, 1948, until paid at the rate of 6% per annum.

That I make this affidavit for the purpose of securing from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and in order to fully comply with the terms of Section 98-101 OCLA and Section 98-205 OCLA, as amended.

JACK CHAPMAN
(Jack Chapman)

Subscribed and sworn to before me this 5th day of February, 1948

JAMES H. RALEY
Notary Public for Oregon

(SEAL

My Commission Expires July 31, 1949

RECEIVED
FEB 17 1948
FOR FILING

30-1133

2856

February 13, 1948

Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of February 11, 1948, enclosing copies of a claim in the amount of $356.50 against the bond taken from John A. Logan in connection with state highway contract No. 2856, for Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:jb

NOTED ON CARD
2-13-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

OFFICE COPY

February 11, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of February 9th, a notice of claim by John L. Timmerman, for labor and material furnished in the sum of $356.50 against the bond taken form John A. Logan, as principal, and Continental Casualty Company, as surety, for State Highway Construction work known as Tutuilla Creek Section, our file No. 3106.

Enclosed are copies of the notice of claim for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

REFERRED TO Geary - Mrs [illegible]
BY SECRETARY

[illegible]

RECEIVED
FEB 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 17 1948
FOR FILING

30-1133

2856

February 13, 1948

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of February 11, 1948, enclosing copies of a claim in the amount of $71.50 against the bond taken from John A. Logan, in connection with state highway contract No. 2856, for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb

NOTED ON CARD
2-13-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

OFFICE COPY

February 11, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from Raley, Kilkenny & Raley, 101 S. E. Byers Avenue, Pendleton, Oregon, a notice of claim by Jack Chapman, for labor and materials furnished in the sum of $71.50 against the bond taken form John A. Logan, as principal, and Continental Casualty Company, as surety, for State Highway Construction work known as Tutuilla Creek Section, our file No. 3105.

Enclosed are copies of the notice of claim for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

REFERRED TO [illegible]
BY SECRETARY.

[illegible]

RECEIVED
FEB 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 17 1948
FOR FILING

30-1133

2856

February 13, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago, 4, Illinois

Gentlemen:

Attached hereto is a copy of a claim in the amount of $356.50, which has been filed in the office of the Secretary of State by John L. Timmerman, against the bond taken from John A. Logan, in connection with state highway contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb
Enc.

cc - John A. Logan

cc - Durham & Bates, Agents,
901 S. W. Washington Street
Portland, 5, Oregon

NOTED ON CARD
2-13-48

COPY

OFFICE COPY

APPLICATION AND AFFIDAVIT

STATE OF OREGON)
) ss
County of Umatilla)

TO: The State of Oregon, The Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, John L. Timmerman, and individual engaged in the contracting business at Pendleton, Oregon, being first duly sworn, and gives notice that he has a due and unpaid claim in the amount of $356.50, together with interest thereon at the rate of 6% per annum, from December 1st, 1947, until paid for labor and materials and machinery furnished for and to said John A. Logan, by the undersigned, at the request of John A. Logan, that said items are more particularly described on Exhibit A, which is hereto attached marked Exhibit A, and hereby referred to and by such reference made a part hereof, and that said claim is against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for Oregon State Highway Construction #2856 of the Oregon State Highway Department, awarded November 21st, 1946", said contract being also known as "Tutuilla Creek Section".

Dated at Pendleton, Oregon, February 5th, 1948.

JOHN L. TIMMERMAN
(John L. Timmerman)

Subscribed and sworn to before me on 5th February, 1948.

(SEAL)

JAMES H. RALEY
Notary Public for Oregon

My Commission Expires July 31, 1949

COPY

10-27-47	4½ hours- - - - -dozer	
10-28-47	6 hours- - - - -dozer	
10-29-47	7 hours- - - - -dozer	
10-30-47	8 hours- - - - -dozer	
	at $11.00 per hour, total 25½ hours	$280.50
Oct. 26 -	Moving shovel from McNary City to Pendleton	85.00
Nov. 1 -	Moving shovel from Pendleton to McNary City	85.00
	Total	$170.00
	Grand Total	$450.50
	Less Credit by Cash	94.00
	Balance now due	$356.50

exhibit A

COPY

AFFIDAVIT

STATE OF OREGON)
) ss
County of Umatilla)

I, John L. Timmerman, being first duly sworn, depose and say: That I am an individual doing business in Pendleton, Umatilla County, Oregon, as a contractor.

That I supplied John A. Logan with certain labor, materials, and machinery and did certain work for John A. Logan, all for the prosecution of said John A. Logan's contract, with the Oregon State Highway Commission for construction on the Tutuilla Creek Section, of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said items so furnished were for work on said portion of said highway that is part of the Oregon State Highway System and is under the jurisdiction of the Oregon State Highway Commission and is being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and on or about the 27th day of October, 1947, I did, at the special instance and request of said John A. Logan, furnish said items in connection with the construction of said highway and for the prosecution of the work thereon, and of the reasonable value of $450.50, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said amount has been made by me to said John A. Logan, but that said John A. Logan has failed, refused, and neglected to pay the same or any portion thereof, excepting the sum of $94.00.

COPY

That there is now due and owing to me on account of said items the sum of $356.50, together with interest thereon from December 1st, 1947, until paid at the rate of 6% per annum.

That I make this affidavit for the purpose of securing from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and in order to fully comply with the terms of Section 98-101 OCLA and Section 98-205 OCLA, as amended.

JOHN L. TIMMERMAN
(John L. Timmerman)

Subscribed and sworn to before me this 5th day of February, 1948.

JAMES H. RALEY
Notary Public for Oregon

(SEAL)

My Commission Expires July 31, 1949

ENDORSED:

File No. 3106
Filed February 9, 1948
Earl T. Newbry, Secretary of State

RECEIVED
FEB 17 1948
FOR FILING
30-1133
2856

Est 11 #1246.55

Est 12 [illegible]

February 11, 1948

Mr. P. E. Lyman, Manager Claim Dept.
Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

This acknowledges your letter of February 6 consenting to the release of an estimate of approximately $1265.00 now due Mr. John A. Logan in connection with his contract No. 2856 with the State Highway Commission, and requesting that the warrant be mailed to the Continental Casualty Company office at 409 Wilcox Building, Portland, so as to permit the payment of some outstanding claims against this contract.

I am sorry but we cannot comply with your request because of the many outstanding claims against the job. We have received quite a few claims, of which you have been notified, and additional claims have been filed today. The aggregate amount of the claims is more than the amount you mention.

I shall be glad to forward the warrant to you for further handling as soon as I am notified that the outstanding claims have been satisfied, providing, of course, that is Mr. Logan's desire.

I have not received the letter, from Mr. Logan, that you mention.

Incidentally, the Highway Commission's Chief Auditor has been instructed to withhold further payments to Mr. Logan because of the outstanding claims received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD
2-11-48 gl

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 [redacted] WILCOX BUILDING

PORTLAND 4, OREGON

February 6, 1948

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: John A. Logan -to-
Oregon State Highway Commission
Contract #2856

Mr. Logan has some outstanding bills under the above captioned contract which he desires to pay at this time. We, therefore, as surety on Mr. Logan's bond consent to the release of the estimate of approximately $1265.00 and ask that this voucher be mailed to the Continental Casualty Company office, 409 Wilcox Building, Portland, Oregon. Mr. Logan is writing to advise you that this procedure meets with his approval.

Thanking you for your attention to the matter, we are

Yours very truly,

P. H. Lyman

Mgr., Claim Dept.

PHL/lr

P. S. The voucher, of course, is to be drawn in favor of John A. Logan and mailed to our office.

ANSWERED
H. B. GLAISYER

NOTED ON CARD

2-9-48, jl

RECEIVED
FEB 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 16 1948
FOR FILING

[illegible]

2856

February 11, 1948

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

This note is to inform you that we have received a letter from Raley, Kilkenny & Raley, attorneys, Pendleton, Oregon, advising that Mr. Jack Chapman of that city has a claim in the amount of $71.50 against John A. Logan, arising out of Mr. Logan's contract, No. 2856, with the State Highway Commission for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, Oregon.

We have also received a letter from this law firm advising that Mr. John L. Timmerman, of Pendleton, has a claim in the amount of $356.50, plus interest, against Mr. Logan arising out of this same contract.

We are passing this information on to you since you appear as surety on the bond furnished by Mr. Logan in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

co

cc - Continental Casualty Company
Durham & Bates, Agents
901 S. W. Washington
Portland 5, Oregon
Attention: J. S. Risley

Mr. John A. Logan
Pendleton Hotel
Pendleton, Oregon

Mr. Floyd Query

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

636
Registered, Return
Receipt Requested
Air Mail

February 5, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Jack Chapman

Enclosed find Application and Affidavit and Affidavit for filing with you as required by law in connection with State Highway Construction Contract No. 2856 - John A. Logan.

Please acknowledge receipt of these documents and send a certified copy of the bond on this contract.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

Enc:
Signed cc of Affidavit
Signed cc of Application & Affidavit

ACKNOWLEDGED
M. B. GLAISYER

RECEIVED
FEB [illegible]
OREGON
STATE HIGHWAY COMMISSION

APPLICATION AND AFFIDAVIT

STATE OF OREGON }
County of Umatilla } ss

TO: The State of Oregon, The Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, Jack Chapman, and individual engaged in the contracting business at Pendleton, Oregon, being first duly sworn, and gives notice that he has a due and unpaid claim in the amount of $71.50, together with interest thereon at the rate of 6% per annum, from January 31st, 1948, until paid for labor and materials and machinery furnished for and to said John A. Logan, by the undersigned, at the request of John A. Logan, that said items are more particularly described on Exhibit A, which is hereto attached marked Exhibit A, and hereby referred to and by such reference made a part hereof, and that said claim is against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for Oregon State Highway Construction #2856 of the Oregon State Highway Department, awarded November 21st, 1946", said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, February 5th, 1948.

Jack Chapman
/s/ Jack Chapman
(Jack Chapman)

Subscribed and sworn to before me on 5 February, 1948.

/s/ James H. Raley
Notary Public for Oregon

SEAL

My Commission Expires July 31, 1949

December 26 - 6½ hours Bulldozer work on backfill on Tutuilla Bridge at $11.00 an hour	$71.50

EXHIBIT A

AFFIDAVIT

STATE OF OREGON)
County of Umatilla) ss

I, Jack Chapman, being first duly sworn, depose and say: That I am an individual doing business in Pendleton, Umatilla County, Oregon, as a contractor.

That I supplied John A. Logan with certain labor, materials, and machinery and did certain work for John A. Logan, all for the prosecution of said John A. Logan's contract, with the Oregon State Highway Commission for construction on the Tutuilla Creek Section, of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said items so furnished were for the construction of the approaches to the bridge on a certain road that is part of the Oregon State Highway System and is under the jurisdiction of the Oregon State Highway Commission and is being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and on or about the 26th day of October, 1947, I did, at the special instance and request of said John A. Logan, furnish said items in connection with the construction of said highway and for the prosecution of the work thereon, and of the reasonable value of $71.56, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said amount has been made by me to said John A. Logan, but that said John A. Logan has failed, refused, and neglected to pay the same or any portion thereof.

That there is now due and owing to me on account of said items the sum of $71.50, together with interest thereon from January 31st, 1948, until paid at the rate of 6% per annum.

That I make this affidavit for the purpose of securing from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and in order to fully comply with the terms of Section 98-101 OCLA and Section 98-205 OCLA, as amended.

Jack Chapman
/s/ Jack Chapman
(Jack Chapman)

Subscribed and sworn to before me this 5th day of February, 1948.

James H. Raley
/s/ James H. Raley
Notary Public for Oregon

SEAL

My Commission Expires July 31, 1949

c

RECEIVED
FEB 16 1948
FOR FILING

3-11-33

2856

February 11, 1948

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

This note is to inform you that we have received a letter from Raley, Kilkenny & Raley, attorneys, Pendleton, Oregon, advising that Mr. Jack Chapman of that city has a claim in the amount of $71.50 against John A. Logan, arising out of Mr. Logan's contract, No. 2856, with the State Highway Commission for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, Oregon.

We have also received a letter from this law firm advising that Mr. John L. Timmerman, of Pendleton, has a claim in the amount of $356.50, plus interest, against Mr. Logan arising out of this same contract.

We are passing this information on to you since you appear as surety on the bond furnished by Mr. Logan in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Continental Casualty Company
Durham & Bates, Agents
901 S. W. Washington
Portland 5, Oregon
Attention: J. S. Risley

Mr. John A. Logan
Pendleton Hotel
Pendleton, Oregon

Mr. Floyd Query

February 11, 1948

Raley, Kilkenny & Raley
Attorneys at Law
101 S. E. Byers Avenue
Pendleton, Oregon

Attention: Mr. James H. Raley

Dear Mr. Raley:

This will acknowledge receipt of your letter of February 5, enclosing application and affidavit of the claim of John L. Timmerman against John A. Logan, being for services rendered Mr. Logan in connection with his contract with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, State Highway Contract No. 2856. This also acknowledges Mr. Timmerman's affidavit for certified copy of the contract and bond covering this project.

Notification of the claim is being sent to the Continental Casualty Company, surety on the bond furnished by Mr. Logan in connection with this job. Durham & Bates, 901 S. W. Washington, Portland 5, Oregon, are local agents for this surety.

The certified copy of the contract and bond is being forwarded to you under separate cover.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. Floyd Query

P. S. - You also have requested a certified copy of the contract and bond in connection with the claim of Jack Chapman. I am sending only one such copy with the thought in mind that it would serve the purpose of both claims.

H. B. Glaisyer

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

RALEY
HN F. KILKENNY
JAMES H. RALEY

636

February 5, 1948

Registered, Return
Receipt Requested
Air Mail

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: John L. Timmerman

Enclosed find Application and Affidavit and Affidavit for filing with you as required by law in connection with State Highway Construction Contract No. 2856 - John A. Logan.

Please acknowledge receipt of these documents and send a certified copy of the bond on this contract.

Yours truly,

RALEY, KILKENNY & RALEY

By: James H Raley

Enc:
  Signed cc of Affidavit
  Signed CC of Application & Affidavit

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
[illegible]

APPLICATION AND AFFIDAVIT

STATE OF OREGON }
} ss
County of Umatilla }

TO: The State of Oregon, The Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, John L. Timmerman, and individual engaged in the contracting business at Pendleton, Oregon, being first duly sworn, and gives notice that he has a due and unpaid claim in the amount of $356.50, together with interest thereon at the rate of 6% per annum, from December 1st, 1947, until paid for labor and materials and machinery furnished for and to said John A. Logan, by the undersigned, at the request of John A. Logan, that said items are more particularly described on Exhibit A, which is hereto attached marked Exhibit A, and hereby referred to and by such reference made a part hereof, and that said claim is against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for Oregon State Highway Construction #2856 of the Oregon State Highway Department, awarded November 21st, 1946", said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, February 5th, 1948.

John L Timmerman
(John L. Timmerman)

Subscribed and sworn to before me on 5th February, 1948.

James H. Raley
Notary Public for Oregon
My Commission Expires July 31, 1949

10-27-47 4½ hours-----dozer 10-28-47 6 hours-----dozer 10-29-47 7 hours-----dozer 10-30-47 8 hours-----dozer at $11.00 per hour, total 25½ hours	$280.50
Oct. 26 - Moving shovel from McNary City to Pendleton	85.00
Nov. 1 - Moving shovel from Pendleton to McNary City	85.00
Total	$170.00
Grand Total	$450.50
Less Credit by Cash	94.00
Balance now due	$356.50

AFFIDAVIT

STATE OF OREGON)
County of Umatilla) ss

I, John L. Timmerman, being first duly sworn, depose and say: That I am an individual doing business in Pendleton, Umatilla County, Oregon, as a contractor.

That I supplied John A. Logan with certain labor, materials, and machinery and did certain work for John A. Logan, all for the prosecution of said John A. Logan's contract, with the Oregon State Highway Commission for construction on the Tutuilla Creek Section, of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said items so furnished were for work on said portion of said highway that is part of the Oregon State Highway System and is under the jurisdiction of the Oregon State Highway Commission and is being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and on or about the 27th day of October, 1947, I did, at the special instance and request of said John A. Logan, furnish said items in connection with the construction of said highway and for the prosecution of the work thereon, and of the reasonable value of $450.50, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said amount has been made by me to said John A. Logan, but that said John A. Logan has failed, refused, and neglected to pay the same or any portion thereof, excepting the sum of $94.00.

That there is now due and owing to me on account of said items the sum of $356.50, together with interest thereon from December 1st, 1947, until paid at the rate of 6% per annum.

That I make this affidavit for the purpose of securing from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and in order to fully comply with the terms of Section 98-101 OCLA and Section 98-205 OCLA, as amended.

John L Timmerman
/s/ John L. Timmerman
(John L. Timmerman)

Subscribed and sworn to before me this 5th day of February, 1948.

/s/ James H. Raley
James H. Raley
Notary Public for Oregon

SEAL

My Commission Expires July 31, 1949

[illegible] - Affidavit

RECEIVED
JAN 22 1948
FOR FILING

30-1153

January 21, 1948

Mr. John A. Logan
3824 N.E. 74th Ave.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 151 days, from November 30, 1947 to May 1, 1948, within which to complete your contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Paul Van Scoy,
Division Engineer

NOTED ON CARD
1-21-48

Files

RECEIVED
JAN 15 1948
FOR FILING

32-1153

January 13, 1948

Continental Casualty Company
Oregon Claim Department
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. P. H. Lyman
Manager

REFERRED TO Mrs [illegible]
BY SECRETARY
read on card

Dear Mr. Lyman:

This acknowledges receipt of your letter of January 9 requesting that no further estimates or retainage be paid to John A. Logan in connection with his contract, No. 2856, with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway until surety on the bond furnished by Mr. Logan in connection with this job consents to such payment.

We shall be pleased to comply with your request and are so instructing our Auditing Department today. Following is the financial status of this project:

Total contract price	$73,960.00
Estimate corrected to date (Engr's. Est.). .	71,588.00
Total amount earned by contractor.	70,682.52
Total amount paid to contractor.	65,135.52
Value of work remaining to be done	905.48
Retained percentage as of January 9, 1948. .	5,547.00

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 1/14

NOTED ON CARD
1-13-48 gl

cc - Mr. Malcolm Hawke

Mr. Hawke:

Will you please see that no further payments are made to the contractor in connection with this job until consent of surety has been received and you are advised by this office.

H. B. Glaisyer

Contract #2856 - John A Logan - Tutuilla Creek
Umatilla Co.

Total contract price - 73,960
Estimate corrected to date 71,588.00 (Engineers Estimate)
Total amount earned by contractor - 70,682.52
Total amount paid to contractor - 65,135.52 (as of Jan. 9, 1948)
Value of work remaining to be done — 905.48
Retained percentage as of Jan. 9, 1948 — 5,547.00

BREITER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 [redacted] WILCOX BUILDING

PORTLAND 4, OREGON

January 9, 1948

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr.Glaisyer:

Thank you for your letter of December 4th with reference to John Logan's contract with the State Highway Commission for the construction of the Gutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County State Highway Contract No. 2856.

Pending our investigation of the outstanding claims we as surety ask that no further estimates or retainage be paid to the contractor without our consent. In your previous letter you advised that the retained percentage amounts to $5,547.00. However, we would appreciate your advices as to the amount of any estimates which may have been filed with your department since your letter of December 4th, 1947.

Yours very truly,

P. H. Lyman

Mgr.,Claim Dept.

PHL/lr

...ERED
H B ...AISYER

RECEIVED
JAN 12 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 12 1948
FOR FILING

30-1133

January 8, 1948

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have your letter of December 26, regarding the status of contract No. 2856 with John A Logan for the construction of theTutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

The completion date for this contract has been extended to May 1, 1948. The amount of work completed to November 5, 1947, the date of the last estimate, is $69,435.67 or approximately 94 percent of the contract amount. The amount retained as of the above date is $5,547.00. The amount unearned on the contract for work which is yet to be done is approximately $4,500.00. Final payment is anticipated about June 15, 1948.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

FAQ:dr

cc - Durham and Bates, Agent
Continental Casualty Co.
901 Southwest Washington
Portland 5, Oregon

NOTED
H. B. GLAISYER

TTER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE, CHICAGO, ILLINOIS

December 26, 1947

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Re: Bond #909216, John A. Loan -to-
Oregon State Highway Commission

We have your letter of December 16 regarding a claim filed with you by Raley, Kilkenny & Raley, of Pendleton, Oregon, on behalf of Pendleton Sand and Gravel Company against John A. Logan and the bond furnished by him in connection with contract No. 2856, for the construction of Tutuilla Creek Section of the Pendleton-John Day Highway, Umatilla County, the claim being in the amount of $3508.43.

We are taking this up with our principal, but in the meantime shall appreciate your advices as to the status of this contract, physically and finanncially, and including balance held by you thereunder as unearned and retained percentage, together with the probable date of completion and final payment. We assume that the claim filed operates to detain such payment pending settlement or other disposition thereof.

Yours very truly,

W. C. Crow, Supt.
Surety Claim Dept.

WCC:EJ

RECEIVED
DEC 30 1947
OREGON
STATE HIGHWAY COMMISSION

[illegible]

2836 Lyons - Umatilla Co.

Extended to [illegible]

Amount of work complete $ 69,435.67 = 94% 11/5/47

Retained [illegible] $ 5547.00

Am't unearned (73960.00 - 69,435.67 = $4524.33)

Final payment make about 1-15-48

94
74)694
666
280

73960.00
69 435.67
4524 33

RECEIVED
JAN 12 194
FOR FILING

32-1183

January 7, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Bldg.

Dear Sir:

This acknowledges receipt of your letter of December 22, 1947, enclosing copies of a claim in the amount of $1289.80, which has been filed in your office by the Pendleton Ready-Mix Company against the bond taken from John A. Logan in connection with State Highway contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl

NOTED
H. B. GLAISYER

RECEIVED
JAN 12 1948
FOR FILING

32-733

January 7, 1948

NOTED
H. B. GLAISYER

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Attached hereto is a copy of a claim in the amount of $1,289.80, which has been filed in the office of the Secretary of State by the Pendleton Ready-Mix Co. against the bond taken from John A. Logan, in connection with State Highway Contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encl.

cc: Durham & Bates
901 S.W.Washington
Portland 5, Oregon

John A. Logan
3824 N.E. 74th Ave.
Portland 13, Oregon

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 22, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by William Meany, doing business under the assumed business name of Pendleton Ready-Mix Company, for labor and materials furnished in the sum of $1,289.80 against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for State Highway Construction work known as Tutuilla Creek Section, our File No. 3101.

Enclosed are copies of the notice of claim for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FM

ENC.

RECEIVED
DEC 31 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Umatilla)

I, William Meany, Being first duly sworn on oath depose and say: That I am an individual doing business in Pendleton, Oregon, under the assumed business name of Pendleton Ready-Mix Company.

That I supplied John A. Logan with certain labor and materials for the prosecution of said John A. Logan's contract with the Oregon State Highway Commission for construction on the "Tutuilla Creek Section", of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said contract and said labor and materials so furnished were for the construction of a bridge on a certain road that is part of the Oregon State Highway system and is under the jurisdiction of the Oregon State Highway Commission, and being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and between the 1st. day of August, 1947, and the 14th. day of December, 1947, both dates inclusive, I did, at the special instance and request of said John A. Logan, furnish labor and materials in connection with the construction of said bridge and for the prosecution of the work thereon, of the reasonable value of $2,289.80, for which said John A. Logan promised and agreed to pay on demand; that demand for payment by said John A. Logan of said amount has been made by me, but that said John A. Logan has failed, refused and neglected to pay the same or any portion thereof, excepting the sum of $1,000.00.

That there is now due and owing to me from said John A. Logan for said labor and materials furnished up to December 14, 1947, the sum of $1,289.80, with interest thereon from December 19, 1947 until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and to comply with the terms of Section 98-101 O.C.L.A. and Section 98-205 O.C.L.A. as amended.

WILLIAM MEANY

(William Meany)

Subscribed and sworn to before me this 18th. day of December, 1947.

JAMES H. RALEY

Notary Public for Oregon

My commission expires July 31, 1949

(Seal)

STATE OF OREGON)
) ss.
County of Umatilla)

APPLICATION AND AFFIDAVIT

TO: The State of Oregon, the Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, William Meany, an individual, doing business at Pendleton, Oregon, under the assumed business name of "Pendleton Ready-Mix Co.", being first duly sworn, and gives notice that he has a due and unpaid claim in the sum of $1,289.80 for labor and materials furnished and performed up to December 14, 1947, by undersigned at the request of John A. Logan, that said items are more particularly described on exhibit X, which is hereto attached, marked exhibit X, and hereby referred to, and by such reference made a part hereof, against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 18, 1947.

AN INDIVIDUAL, DOING BUSINESS UNDER
THE ASSUMED BUSINESS NAME OF "PENDLE-
TON READY-MIX CO.

WILLIAM MEANY
(William Meany)

Subscribed and sworn to before me on 18 December, 1947.

JAMES H. RALEY
Notary Public for Oregon
My commission expires July 31, 1949

(Seal)

ENDORSED - File No. 3101
Filed December 22, 1947
EARL T. NEWBRY, Secretary of State

EXHIBIT X

Date	Invoice number	Item	Unit Price	Total
Aug. 29	#07468	3 3/4 yds Cenc.	$13.00	$48.75
" "	#07464	"	"	48.75
" "	#07470	"	"	48.75
" "	#07466	"	"	48.75
" "	#07469	2 1/2 yds. "	"	32.50
" "	#07471	1 3/4 "	"	22.75
" "	#07567	2 1/2 "	"	32.50
" "	#07465	2 1/2 "	"	32.50
Sept.14	#07878	2 1/2 "	"	32.50
" 16	#07482	1 1/4 yds. Grout containing 10 sks. Cement	16.00	20.00
" "	#07483	2 1/2 yds conc.	13.00	32.50
" "	#07484	"	"	32.50
" "	#07485	"	"	32.50
" "	#07486	"	"	32.50
" "	#07487	2 1/2	"	29.25
" "	#07879	2 1/2	"	32.50
" "	#07877	"	"	32.50
" "	#07876	"	"	32.50
" "	#08818	3 3/4 yds	"	48.75
" "	#08821	"	"	48.75
Sept.16	#08820	3 3/4 yds. Conc.	13.00	48.75
" 17	#07883	"	"	48.75
" "	#07882	"	"	48.75
" "	#07881	"	"	48.75
" "	#07488	2 1/2 yds	"	32.50
" "	#07489	"	"	32.50
" 19	#08826	3 3/4	"	48.75
" "	#08827	1 1/2	"	19.50
" "	#07886	2 1/2	"	32.50
" 24	#07492	2 sk. Cement	1.10	2.20
" 25	#08836	3 3/4 yds	13.00	48.75
" "	#08842	"	"	48.75
" "	#08840	"	"	48.75
" "	#08841	"	"	48.75
" "	#08839	"	"	48.75
" "	#08838	"	"	48.75
" "	#08837	"	"	48.75
" "	#1541	5 yds	"	65.00
" "	#07894	12 1/2 yds	"	162.50
" "	#08843	1 1/4	"	16.25
Oct 2	#8969	2 1/2 yds. Conc.	13.00	32.50
" "	#8970	"	"	32.50
" "	#8971	1 yd	"	13.00
" "	#1548	3 3/4	"	48.75
" 7	#10541	2 1/2	"	32.50
" "	#10542	"	"	32.50
" "	#10543	"	"	32.50
" "	#10545	1 1/4	"	16.25
" 14	#10588	2	"	26.00
" 15	#10614	"	"	26.00
Nov 6	#59	3 3/4	"	48.75
Nov 6	#60	2 1/2	"	32.50
" "	#61	3 3/4	"	48.75
Dec 7	4 hrs. double time waiting to pour, $2.80 per hr.			11.20
" 13"	#268	2 1/2 yds	"	32.50
" "	#269	"	"	32.50
" "	#271	"	"	32.50
" "	#27[illegible]	3 3/4	"	48.75
" "	Overtime & Waiting time			39.90
Dec. 12	Paid on Account in December	$1,000.00	Total:	2,289.80

Balance due -1,289.30

Note: The numbers in item column unless otherwise designated refer to yards of concrete

Form E-1—8M—4-47

30-1133

Last Report until work
is resumed in Spring.

~~#49~~ #50

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 3, 1948

Section Tutuiall Creek

Kind of work Grading, Bit. Macad. and Bridge

Highway Pendleton-John Day

Section prefix 30-1133

Contractor John Logan

Contract number 886

Date of contract November 21, 1946

Date of completion July 31, 1947

Date work started Jan. 21, 1947

Estimated date of completion April 30, 1948

Amount of contract $73,860.00

Per cent of time elapsed 162.0 %

Estimated cost of completed project, exclusive of engineering $73,122.00

Per cent of contract completed, based on total contract price 98.5 %

Engineering cost to date, $3336.82, 75.1 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

December 29th. the contractor gave the vicinity around Tutuialla Bridge a blading and trimming up and the section was turned over to the Maintenance Dept. until next Spring, or at such a time as work can be resumed.

Left to do is the oiling over a short distance around the bridge, painting the hand-rail, some pointing up of conctete of the bridge, and some trimming up of shoulders.

Considerable work has been done on the semi-final and we are working on this at the present and will get all the work done so that whenever the section is finished in the Spring we will have the semi-final ready to submit.

NOTED
E A PEASE

JAN 1948

Signed

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.05	1.05		1.05	
Miles partially completed	0	0		1.00	
Miles completed	1.05	1.05		1.00	
Total estimated quantities	40,000.	3.445.		1,000.	
Estimated quantities moved or placed to date	40,000.	3,445.		964	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt.fair		
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Cloudy,windy		
Friday	Rain		
Saturday	Fair		

STATE PRINTING DEPT.

RECEIVED
JAN 12 194
FOR FILING

3-1133

December 30, 1947

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This is to advise that we have received notice of a claim from the Pendleton Ready-Mix Co. in the amount of $1,289.80 for labor and materials, in connection with State Highway Contract No. 2856 with John A. Logan, covering the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

This notice is sent to you because you appear as surety on the bond furnished in connection with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl

cc: Durham & Bates, Agent
901 S.W. Washington
Portland 5, Oregon

John A. Logan
3824 N. E. 74th Ave.
Portland 13, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD
12-31-47

RECEIVED
JAN 15 1948
FOR FILING

Files

30-1133

#-2856

December 26, 1947

Raley, Kilkenny & Raley,
Attorneys at Law
101 Southeast Byers Ave.
Pendleton, Oregon

Gentlemen:

This to acknowledge receipt of your letter of December 18, enclosing application and affidavit relative to a claim for labor and materials in connection with State Highway Contract No. 2856 with John A. Logan.

As requested by you we enclose herewith a certified copy of the bond on the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

NOTED ON CARD
12-26-47, gl

REFERRED TO
[illegible]
BY SECRETARY

has this been recorded on the card?
HBG

NOTED
H. B. GLAISYER

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

635

December 18, 1947

airmail

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Pendleton Ready-Mix Co.

Enclosed, find application and affidavit for filing with you as required by law in connection with State Highway Construction Contract #2856 - John A. Logan.

Please acknowledge receipt of this notice and send a certified copy of the bond on this contract.

Yours truly,

RALEY, KILKENNY, & RALEY

By James H Raley

enc:
affidavit and affidavit & application

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Umatilla)

I, William Keany, being first duly sworn on oath depose and say: That I am an individual doing business in Pendleton, Oregon, under the assumed business name of Pendleton Ready-Mix Company.

That I supplied John A. Logan with certain labor and materials for the prosecution of said John A. Logan's contract with the Oregon State Highway Commission for construction on the "Tutuilla Creek Section", of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946".

That said contract and said labor and materials so furnished were for the construction of a bridge on a certain road that is part of the Oregon State Highway system and is under the jurisdiction of the Oregon State Highway Commission, and being constructed as a public works.

That, as shown on the annexed application and affidavit which is annexed hereto, and hereby referred to and by such reference made a part hereof, and between the 1st. day of August, 1947, and the 14th.day of December, 1947, both dates inclusive, I did, at the special instance and request of said John A. Logan, furnish labor and materials in connection with the construction of said bridge and for the prosecution of the work thereon,of the reasonable value of $2,289.80, for which John A. Logan promised and agreed to pay on demand; that demand for payment by said John A. Logan of said amount has been made by me, but that said John A. Logan has failed, refused and neglected to pay the same or any portion thereof, excepting the sum of $1,000.00.

That there is now due and owing me from said John A. Logan for said labor and materials furnished up to December 14,1947, the sum of $1,289.80, with interest thereon from December 19, 1947 until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and to comply with the terms of Section 98-101 O.C.L.A. and Section 98-205 O.C.L.A. as amended.

William Meany
(William Meany)

Subscribed and sworn to before me this 18th. day of December, 1947.

James H Raley
Notary Public for Oregon
My commission expires July 31, 1949

STATE OF OREGON }
County of Umatilla } ss.

APPLICATION AND AFFIDAVIT

TO: The State of Oregon, the Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COMES NOW the undersigned, William Meany, an individual, doing business at Pendleton, Oregon, under the assumed business name of "Pendleton Ready-Mix Co.", being first duly sworn, and gives notice that he has a due and unpaid claim in the sum of $1,289.80 for labor and materials furnished and performed up to December 14, 1947, by undersigned at the request of John A. Logan, that said items are more particularly described on exhibit X, which is hereto attached, marked exhibit X, and hereby referred to, and by such reference made a part hereof, against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 18, 1947.

AN INDIVIDUAL, DOING BUSINESS UNDER THE ASSUMED BUSINESS NAME OF "PENDLETON READY-MIX CO."

William Meany
(WILLIAM MEANY)

Subscribed and sworn to before me on 18 December, 1947.

James H Raley
Notary Public for Oregon

My commission expires July 31, 1949

EXHIBIT X

Date	Invoice number	Item	Unit Price	Total
Aug. 29	#07468	3 3/4 yds Conc.	$13.00	$48.75
" "	#07464	"	"	48.75
" "	#07470	"	"	48.75
" "	#07466	"	"	48.75
" "	#07469	2 1/2 yds. "	"	32.50
" "	#07471	1 3/4 "	"	22.75
" "	07567	2 1/2 "	"	32.50
" "	#07465	2 1/2 "	"	32.50
Sept.14	#07878	2 1/2 "	"	32.50
" 16	#07482	1 1/4 yds. Grout containing 10 sks. Cement	16.00	20.00
" "	#07483	2 1/2 yds conc.	13.00	32.50
" "	#07484	"	"	32.50
" "	#07485	"	"	32.50
" "	#07486	"	"	32.50
" "	#07487	2 1/2	"	29.25
" "	#07879	2 1/2	"	32.50
" "	#07877	"	"	32.50
" "	#07876	"	"	32.50
" "	#08818	3 3/4 yds	"	48.75
" "	#08821	"	"	48.75
Sept.16	#08820	3 3/4 yds. Conc.	13.00	48.75
" 17	#07883	"	"	48.75
" "	#07882	"	"	48.75
" "	#07881	"	"	48.75
" "	#07488	2 1/2 yds	"	32.50
" "	#07489	"	"	32.50
" 19	#08826	3 3/4	"	48.75
" "	#08827	1 1/2	"	19.50
" "	#07886	2 1/2	"	32.50
" 24	#07492	2 sk. Cement	1.10	2.20
" 25	#08836	3 3/4 yds	13.00	48.75
" "	#08842	"	"	48.75
" "	#08840	"	"	48.75
" "	#08841	"	"	48.75
" "	#08839	"	"	48.75
" "	#08838	"	"	48.75
" "	#08837	"	"	48.75
" "	#1541	5 yds	"	65.00
" "	#07894	12 1/2 yds	"	162.50
" "	#08843	1 1/4	"	16.25
Oct 2	#8969	2 1/2 yds. conc.	13.00	32.50
" "	#8970	"	"	32.50
" "	#8971	1 yd	"	13.00
" "	#1548	3 3/4	"	48.75
" 7	#10541	2 1/2	"	32.50
" "	#10542	"	"	32.50
" "	#10543	"	"	32.50
" "	#10545	1 1/4	"	16.25
" 14	#10588	2	"	26.00
" 15	#10614	"	"	[illegible]
Nov 6	#59	3 3/4	"	[illegible].75
Nov 6	#60	2 1/2	"	32.50
" "	#61	3 3/4	"	48.75
Dec 7	4 hrs. double time waiting to pour, $2.80 per hr.			11.20
" 13	#268	2 1/2 yds	"	32.50
" "	#269	"	"	32.50
" "	#271	"	"	32.50
" "	#272	3 3/4	"	48.75
" "	Overtime & waiting time			39.90
Dec. 12	Paid on account in December	$1,000.00	Total:	2829.80

Balance due: - 1,289.80

Note: The numbers in item column unless otherwise designated refer to yards of concrete

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December 24, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a copy of a request of John A. Logan for an extension of time from November 30, 1947 to May 1, 1948, on his Contract No. 2856, Tutuilla Creek Section of the Pendleton-John Day Highway.

The contractor completed all work on the contract with the exception of the Tutuilla Creek Bridge and immediate approaches thereto. Due to the slow delivery of steel he was not able to complete the bridge structure in time to complete the surfacing and oiling of the approaches to the bridge. This work cannot now be performed until seasonable weather in 1948.

I recommend that the extension be granted as requested, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

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35-1133

December 23, 1947

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Attached hereto is a copy of a claim in the amount of $3,603.40, which has been filed in the office of the Secretary of State by the Pendleton Sand and Gravel Company against the bond taken from John A. Logan, in connection with State Highway Contract No. 2856 covering Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

John A. Logan
3824 N. E. 74th Ave.
Portland 13, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD
[illegible]

COPY

NOTICE

TO: The State of Oregon, the Oregon State Highway Commission, and the Secretary of State of the State of Oregon.

NOTICE hereby is given that the undersigned, Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business under the assumed business name of "Pendleton Sand and Gravel Co.", at Pendleton, Oregon, have a claim for labor, goods, materials, and services furnished and performed by undersigned at the request of John A. Logan, and which items are more particularly described on exhibit A, which is hereto attached, marked exhibit A, and hereby referred to, and by such reference made a part hereof , in the sum of $3,603.40 against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the work described as "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, and being otherwise known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 13, 1947.

GARFIELD POWERS
GARFIELD POWERS
RAYMOND COLGAN
RAYMOND COLGAN
NORRIS H. LOONEY
NORRIS H. LOONEY

PARTNERS, DOING BUSINESS UNDER THE
ASSUMED BUSINESS NAME OF "PENDLETON
SAND AND GRAVEL COMPANY"

STATE OF OREGON)
) ss.
County of Umatilla)

December 13, 1947

Personally appeared the above named Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business under the assumed business name of "Pendleton Sand and Gravel Compnay", and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

JAMES H. RALEY
Notary Public for Oregon

My commission expires July 31, 1949

(Seal)

ENDORSED - File No. 3098
Filed December 15, 1947
EARL T. NEWBRY, Secretary of State

EXHIBIT A

WORK DONE ON ITEMS IN SUB-CONTRACT

17	2860 Cu. yards.	2"-0" Level Course	$ 2.80	$8,008.00
18	418 " "	3/4" Shoulder material	3.50	1,463.00
19	165 M gallons	Water	3.00	495.00
20	1.0 mile	Preparation	300.00	300.00
21	147 cu. yds.	3/4"- binder course	3.50	514.00
22	964 cu. yds.	Furnish & Place Aggregate	3.50	3,374.00
23	19.44 Tons	RC-3 Asphalt-Binder course	48.00	933.12
24	58.95 Tons	121-150 Asphalt	48.00	2,829.60
25	11.55 Tons	RC-3 Asphalt Seal Coat	48.00	554.40
Total				$18,471.12

SPECIAL WORK DONE ON PROJECT AT REQUEST OF JOHN A. LOGAN

DATE	DESCRIPTION	Price	Amount
2/18/47	Transport truck rental - 8 hours	$4.00	$ 32.00
2/28	4 cu. yds. sand	3.25	13.00
4/1	4 " " "	"	13.00
4/18	3 " " "	"	10.50
5/1	Call time for two drivers, Higgins and Free, called to work on early morning logan shift but not worked - 2 hours each man	1.50	6.00
5/12	Truck rental No. 7 - 8 hours		
5/13	Truck rental No. 7 - 7.5"		
5/16	Truck rental No. 8 - 6.5"		
5/19	Truck rental No. 7- 1.5"		
5/19	Truck rental No. 7 8 " 31.5 Hrs.	4.50	141.75
6/23	14 loads of water for maintenance of detour 14 M gallons	3.00	42.00
6/28	14 hours of dozer rental	8.50	144.50
6/30	Truck rental 5/5 hours	4.50	24.75
6/30	22 loads of water 22 M gallons	3.00	66.00
7/30	49 hours truck rental for July, 1947	4.50	220.50
7/22/23	Geo. Hackett, dozer operator 9 hours (PS&G payroll)	2.15	19.35
7/30	July water on detour 24 loads 24 M gallons	3.00	72.00
7/30	Surfacing detour around bridge, 1 ton asphalt in place		50.00
	" " " " 40 cu. yds. rock in place	3.15	126.00
8/30	71 hours truck rental for month of August, 1947	4.50	319.50
10/31	Patch detour under orders from State Highway Dept. Work done in September, not invoiced until October		50.00
11/28	5 hours dragline rental	9.50	47.50
12/2	6/5 " " "	"	61.75
12/3	3 " " "	"	28.50
12/5	8 " " "	"	76.00
12/6	2 " " "	"	19.00
Total			$1583.60

Total debits $20,054.72

CREDITS

Less retainage 10% of 18.471.12	1847.16	
June 5, 1947	$ 1080.00	
Sept. 6, 1947	3082.86	
Oct. 9, 1947	5,000.00	
Nov. 21, 1947	5000.00	
By work	441.30	
Total credits		$16,451.32
Balance now due and owing to claimants from John A. Logan on account of items furnished by claimants for said project		3,603.40

ENDORSED - File No. 3098
Filed December 15, 1947
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 12 1948
FOR FILING

3-1133

December 23, 1947

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Attached hereto is a copy of a claim in the amount of $3,508.43, which has been filed in the office of the Secretary of State by the Pendleton Sand and Gravel Company against the bond taken from John A. Logan, in connection with State Highway Contract No. 2856, covering Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S.W.Washington
Portland 5, Oregon

John A. Logan
3824 N. E. 74th Ave.
Portland 13, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD

COPY

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Umatilla)

I, Norris H. Looney, being first duly sworn on oath depose and say: That I am one of the partners of the partnership consisting of Garfield Powers, Raymond Colgan and Norris H. Looney, partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company.

That on or about the 10th day of February, 1947, said partners doing business as aforesaid, entered into a certain agreement of sub-contract with John A. Logan, wherein and whereby said partners agreed to supply said John A. Logan with certain labor and materials for the prosecution of said John A. Logan's contract with the Oregon State Highway Commission for construction on the "Tutuilla Creek Section", of an Oregn State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946."

That said contract and said labor and materials so furnished were for the grading and surfacing of a certain road that is part of the Oregon State Highway system and is under the jurisdiction of the Oregon State Highway Commission, and being constructed as a public works.

That thereafter, to-wit: between the 10th day of February, 1947 and the 1st day of September, 1947, both dates inclusive, said partners supplied labor and materials in accordance with the terms of said sub-contract and of the agreed value of $18,471.12, all as shown on the annexed application and affidavit which is annexed hereto and hereby referred to and by such reference in all of its parts made a part hereof; and that there now remains due, and owing and unpaid theron, after deduction total credits in the amount of $16,451.29, the sum of $2,019.83, and that said amount has been due and owing from said John A. Logan to said partners since October 10, 1947.

That between the 1st day of February, 1947, and the 3rd day of December, 1947, both dates inclusive, said partners, at the special instance and request of said John A. Logan, also furnished other labor and materials in connection with the construction of said highway and for the prosecution of the work thereon, of the reasonable value of $1,488.60, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said John A. Logan of said amount has been made by said partners, but that said John A. Logan has failed, refused and neglected to pay the same or any portion thereof.

That there is a total amount now due and owing said partners from said John A. Logan in the amount of $3,508.43, together with interest on $2,019.83 thereof from the 10th day of October, 1947 until paid, and with interest on $1,488.60 thereof at the rate of 6% per annum from December 4, 1947 until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and to comply with the terms of Section 98-101 O.C.L.A. and Section 98-205 O.C.L.A. as amended.

MORRIS H. LOONEY

Subscribed and sworn to before me this 15th day of December, 1947.

JAMES H. RALEY
Notary Public for Oregon

My commission expires July 31, 1949

(Seal)

ENDORSED - File No. 3099
Filed December 16, 1947
EARL T. NEWBRY, Secretary of State

STATE OF OREGON)
) ss
County of Umatilla)

APPLICATION AND AFFIDAVIT

TO: The State of Oregon, the Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COME NOW the undersigned, Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business at Pendleton, Oregon under the assumed business name of "Pendleton Sand and Gravel Company", being each first duly sworn, and give notice that they have a due and unpaid claim in the sum of $3,508.43 for labor and materials furnished and performed by undersigned at the request of John A. Logan, that said items are more particularly described on exhibit A, which is hereto attached, marked exhibit A, and hereby referred to, and by such reference made a part hereof, against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, said contract being alson known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 15, 1947.

GARFIELD POWERS

RAYMOND COLGAN

NORRIS H. LOONEY

PARTNERS, DOING BUSINESS UNDER
THE ASSUMED BUSINESS NAME OF
"PENDLETON SAND AND GRAVEL
COMPANY"

Subscribed and sworn to before me by each of said partners on 15 December, 1947.

(Seal)

JAMES H. RALEY
Notary Public for Oregon
My commission expires July 31, 1949

ENDORSED - File No. 3099
Filed December 16, 1947
EARL T. NEWBRY, Secretary of State

EXHIBIT A

WORK DONE ON ITEMS IN SUB-CONTRACT

17	2860 Cu. Yards	2"-0" Level course		
18	418 " "	3/4 shoulder material	$ 2.80	$8,008.00
19	165 M Gallons	water	3.50	1,463.00
20	1.0 mile	Preparation	3.00	495.00
21	147 cu. yards	3/4" - binder course	300.00	300.00
22	964 " "	Furnish & Place Aggregate	3.50	514.00
23	19.44 Tons	RC-3 Asphalt-Binder course	3.50	3,374.00
24	58.95 "	121-150 Asphalt	48.00	933.12
25	11.55 "	RC-3 Asphalt Seal Coat	48.00	2,829.60
			48.00	554.40
Total				
				$18,471.12

SPECIAL WORK DONE ON PROJECT AT REQUEST OF JOHN A. LOGAN

Date	Description	Price	Amount
2/18/47	Transport truck rental - 8 hours		
2/28	4 cu. yds. sand	$4.00	$ 32.00
4/1	4 " " "	3.25	13.00
4/18	3 " " "	"	13.00
5/1	Call time for two drivers, Higgins and Free, called to work on early morning Logan shift but not worked - 2 hours each man	"	10.50
5/12	Truck rental No. 7 - 8 hours	1.50	6.00
5/13	Truck rental No. 7 - 7.5 hours		
5/16	Truck rental No. 8 - 6.5 "		
5/19	Truck rental No. 7 - 1.5 "		
5/19	Truck rental No. 7 - 8 " 31.5 hrs.		
6/23	14 loads of water for maintenance of detour 14 M gallons	4.50	141.75
6/28	14 hours of dozer rental	3.00	42.00
6/30	Truck rental 5.5 hours	8.50	144.50
6/30	22 loads of water 22 M gallons	4.50	24.75
7/30	49 hours truck rental for July, 1947	3.00	66.00
7/22-23	Geo. Hackett, dozer operator 9 hours (PS&G payroll)	4.50	220.50
7/30	July water on detour 24 loads 24 M gallons	2.15	19.35
7/30	Surfacing detour around bridge, 1 ton asphalt in place	3.00	72.00
	" " " " 40 cu. yds. rock in place		50.00
8/30	71 hours truck rental for month of August, 1947	3.15	126.00
10/31	Patch detour under orders from State Highway Dept. Work done in September, not invoiced until October	4.50	319.50
11/28	5 hours dragline rental		50.00
12/2	6.5 " " "	9.50	47.50
12/3	3 " " "	"	61.75
Total as of December 4, 1947		"	28.50
			1,488.60

Total debits		
		$ 19,959.72

CREDITS

Less retainage of 10% on $18,471.12	1,847.13	
June 5, 1947	1,080.00	
Sept. 6, 1947	3,082.86	
Oct. 9, 1947	5,000.00	
Nov. 21, 1947	5,000.00	
By Work	441.30	
Total credits		
Balance due and owing to claimants from John A. Logan on account of items furnished by claimants for said project as of 12-4-47		$ 16,451.29
		3,508.43

ENDORSED - File No. 3099
Filed December 16, 1947
EARL T. NEWBRY, Secretary of State

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C

December 23, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

This acknowledges receipt of your letter of December 15, enclosing copies of a claim in the amount of $3,603.40, which has been filed in your office by the Pendleton Sand and Gravel Company against the bond taken from John A. Logan in connection with State Highway Contract No. 2856, covering Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

In accordance with our usual practice, we are today notifying the surety and the contractor that this claim has been filed.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

NOTED ON CARD
12-23-47

NOTED
H. B. GLAISYER

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 15, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Pendleton Sand and Gravel Company, for labor and materials furnished in the sum of $3,603.40 against the bond taken from John A. Logan, princpal and Continental Casualty Company, surety, for work on Tutuilla Creek Section of the Oregon State Highway, our File No. 3098.

Enclosed are copies of the notice of claim for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

NOTED ON CARD

12-23-47 gl

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

30-1133

December 23, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

This acknowledges receipt of your letter of December 16, enclosing copies of a claim in the amount of $3,508.43, which has been filed in your office by the Pendleton Sand and Gravel Company against the bond taken from John A. Logan in connection with State Highway Contract No. 2856, for work on the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

In accordance with our usual practice, we are today notifying the surety and the contractor that this claim has been filed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED
H. B. GLAISYER

NOTED ON CARD
12-23-47

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 16, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received and filed as of this date, a notice of claim by Pendleton Sand and Gravel Company for labor and materials furnished in the sum of $3,508.43, together with interest thereon, against the bond taken from John A. Logan, principal, and Continental Casualty Company, surety for work on the Tutuilla Creek Section of the Oregon State Highway. Our file No. 3099.

Three copies of the notice of claim are enclosed for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

NOTED ON CARD

2-23-47 gl

RECEIVED
DEC 23 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 30 1947
FOR FILING

20-1133

December 16, 1947

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

This is to inform you that today we have received from Raley, Kilkenny & Raley, of Pendleton, Oregon, the affidavit and notice of claim of the Pendleton Sand and Gravel Company against John A. Logan and the bond furnished by him in connection with his contract, No. 2856, with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

This claim is in the amount of $3,508.43 and represents the balance due for subcontract work and for special work done on the project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 12/17

cc - Continental Casualty Company
Durham and Bates, Agents
901 S. W. Washington
Portland 5, Oregon

Mr. Floyd Query

Mr. John A. Logan
Pendleton Hotel
Pendleton, Oregon

Note the original claim of $3,603.40 on the card and also note the amended claim of $3,508.43 on the card

[illegible] H.M
[illegible] E.M

16, 1947

Raley, Kilkenny & Raley
Attorneys at Law
10½ S. E. Byers Avenue
Pendleton, Oregon

Attention: Mr. James H. Raley

Dear Mr. Raley:

This acknowledges your letter of December 13 and the following enclosures: (1) Notice of claim of Pendleton Sand and Gravel Company against John A. Logan in the amount of $3,603.40 for services rendered in connection with Mr. Logan's contract, No. 2856, for construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County; and (2) Check in the amount of $2 to cover the cost of a certified copy of the bond furnished by Mr. Logan in connection with this job.

Responding to your request, I am enclosing a certified copy of the contract and bond referred to above. There is no charge for this copy, so I am returning your check for cancellation.

I am bringing this claim to the attention of the surety on Mr. Logan's bond for its information in conformity with the standard practice. I am also notifying Mr. Logan that the claim has been filed.

Inquiry in the office of the Secretary of State revelas that you have also filed notice of this claim in his office in conformity with the legal requirements.

Respectfully yours,

HBG:ee 12/17
Enc.

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Mr. Floyd Query

P. S. - Since dictating the above, I have received your letter of December 1 with affidavit of claim and amended statement of the claim, together with a request for a certified copy of the contract and bond. I have also been in consultation with you over the telephone. This postscript will acknowledge receipt of the latter material. The certified copy of the contract and bond is enclosed.

H.B.G.

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

630

December 15, 1947

State of Oregon
c/o Oregon State Highway Commission
Secretary
Salem, Oregon

Gentlemen:

In compliance with Section 98-101 and 98-205 O.C.L.A., we are enclosing application and affidavit of Pendleton Sand and Gravel Company for filing.

Please forward a certified copy of John A. Logan's contract with the Commission and bill us for the cost of the same.

Yours truly,

RALEY, KILKENNY & RALEY

By James H Raley

Enc
application and
affidavit

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
18
[illegible] COMMISSION

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

630

December 15, 1947

State of Oregon
c/o Oregon State Highway Commission
Secretary
Salem, Oregon

Gentlemen:

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Please forward a certified copy of John A. Logan's contract with the Commission and bill us for the cost of the same.

Yours truly,

RALEY, KILKENNY & RALEY

By James H Raley

Enc
application and
affidavit

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
County pf Umatilla) ss

I, Norris H. Looney, being first duly sworn on oath depose and say: That I am one of the partners of the partnership consisting of Garfield Powers, Raymond Colgan and Norris H. Looney, partners, doing business in Umatilla County, Oregon, under the assumed business name of Pendleton Sand and Gravel Company.

That on or about the 10th day of February, 1947, said partners doing business as aforesaid, entered into a certain agreement of sub-contract with John A. Logan, wherein and whereby said partners agreed to supply said John A. Logan with certain labor and materials for the prosecution of said John A. Logan's contract with the Oregon State Highway Commission for construction on the "Tutuilla Creek Section", of an Oregon State Highway, said contract being entitled "Specifications and Contract Agreement for State Highway Construction #2856 of the Oregon State Highway Department awarded November 21, 1946."

That said contract and said labor and materials so furnished were for the grading and surfacing of a certain road that is part of the Oregon State Highway system and is under the jurisdiction of the Oregon State Highway Commission, and being constructed as a public works.

That thereafter, to-wit: between the 10th day of February, 1947 and the 1st day of September, 1947, both dates inclusive, said partners supplied labor and materials in accordance with the terms of said sub-contract and of the agreed value of $18,471.12, all as shown on the annexed application and affidavit which is annexed hereto and hereby referred to and by such reference in all of its parts made a part hereof; and that there now remains due, and owing and unpaid thereon, after deducting total credits in the amount of $16,451.29, the sum of $2,019.83, and that said amount has been due and owing from said John A. Logan to said partners since October 10, 1947.

That between the 1st day of February, 1947, and the 3rd day of December, 1947, both dates inclusive, said partners, at the special instance and request of said John A. Logan, also furnished other labor and materials in connection with the construction of said highway and for the prosecution of the work thereon, of the reasonable value of $1,488.60, for which said John A. Logan promised and agreed to pay on demand; that demand for payment of said John A. Logan of said amount has been made by said partners, but that said John A. Logan has failed, refused and neglected to pay the same or any portion thereof.

That there is a total amount now due and owing said partners from said John A. Logan in the amount of $3,508.43, together with interest on $2,019.83 thereof from the 10th day of October, 1947 until paid, and with interest on $1,488.60 thereof at the rate of 6% per annum from December 4, 1947 until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond given by said John A. Logan to the State of Oregon under said contract, and to comply with the terms of Section 98-101 O. C. L. A and Section 98-205 O. C. L. A. as amended.

Norris H. Looney

Subscribed and sworn to before me this 15th day of December, 1947.

James H Raley
Notary Public for Oregon
My commission expires July 31, 1949

STATE OF OREGON)
County of Umatilla) ss

APPLICATION AND AFFIDAVIT

TO: The State of Oregon, the Oregon State Highway Commission and its Secretary, and the Secretary of State of the State of Oregon.

COME NOW the undersigned, Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business at Pendleton, Oregon under the assumed business name of "Pendleton Sand and Gravel Company", being each first duly sworn, and give notice that they have a due and unpaid claim in the sum of $3,508.43 for labor and materials furnished and performed by undersigned at the request of John A. Logan, that said items are more particularly described on exhibit A, which is hereto attached, marked exhibit A, and hereby referred to, and by such reference made a part hereof, against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the prosecution of the work described in "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, said contract being also known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 15, 1947.

Garfield Powers
Garfield Powers

Raymond Colgan
Raymond Colgan

Norris H. Looney
Norris H. Looney

PARTNERS, DOING BUSINESS UNDER THE ASSUMED BUSINESS NAME OF "PENDLETON SAND AND GRAVEL COMPANY"

Subscribed and sworn to before me by each of said partners on 15 December, 1947.

James H Raley
Notary Public for Oregon
My commission expires July 31, 1949

EXHIBIT A

WORK DONE ON ITEMS IN SUB-CONTRACT

17	2860 Cu. yards	2"-0" Level course	$ 2.80	$ 8,008.00
18	418 " "	3/4 shoulder material	3.50	1,463.00
19	165 M gallons	Water	3.00	495.00
20	1.0 mile	Preparation	300.00	300.00
21	147 cu. yards	3/4" - binder course	3.50	514.00
22	964 " "	Furnish & Place Aggregate	3.50	3,374.00
23	19.44 Tons	RC-3 Asphalt-Binder course	48.00	933.12
24	58.95 "	121-150 Asphalt	48.00	2,829.60
25	11.55 "	RC-3 Asphalt Seal Coat	48.00	554.40
Total				$ 18,471.12

SPECIAL WORK DONE ON PROJECT AT REQUEST OF JOHN A. LOGAN

Date	Description	Price	Amount
2/18/47	Transport truck rental - 8 hours	$ 4.00	$ 32.00
2/28	4 cu. yds. sand	3.25	13.00
4/1	4 " " "	"	13.00
4/18	3 " " "	"	10.50
5/1	Call time for two drivers, Higgins and Free, called to work on early morning Logan shift but not worked - 2 hours each man	1.50	6.00
5/12	Truck rental No. 7 - 8 hours		
5/13	Truck rental No. 7 - 7.5 hours		
5/16	Truck rental No. 8 - 6.5 "		
5/19	Truck rental No. 7 - 1.5 "		
5/19	Truck rental No. 7 - 8 " 31.5 hrs.	4.50	141.75
6/23	14 loads of water for maintenance of detour 14 M gallons	3.00	42.00
6/28	14 hours of dozer rental	8.50	144.50
6/30	Truck rental 5.5 hours	4.50	24.75
6/30	22 loads of water 22 M gallons	3.00	66.00
7/30	49 hours truck rental for July, 1947	4.50	220.50
7/22-23	Geo. Hackett, dozer operator 9 hours (PS&G payroll)	2.15	19.35
7/30	July water on detour 24 loads 24 M gallons	3.00	72.00
7/30	Surfacing detour around bridge, 1 ton asphalt in place		50.00
	" " " " 40 cu. yds. rock in place	3.15	126.00
8/30	71 hours truck rental for month of August, 1947	4.50	319.50
10/31	Patch detour under orders from State Highway Dept. Work done in September, not invoiced until October		50.00
11/28	5 hours dragline rental	9.50	47.50
12/2	6.5 " " "	"	61.75
12/3	3 " " "	"	28.50
Total as of December 4, 1947			1,488.60
Total debits			$ 19,959.72

CREDITS

Less retainage of 10% on $18,471.12	1,847.13	
June 5, 1947	1,080.00	
Sept. 6, 1947	3,082.86	
Oct. 9, 1947	5,000.00	
Nov. 21, 1947	5,000.00	
By work	441.30	
Total credits		$ 16,451.29
Balance due and owing to claimants from John A. Logan on account of items furnished by claimants for said project as of 12-4-47		3,508.43

J. R. RALEY
JOHN F. KILKENNY
JAMES H. RALEY

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

635

December 13, 1947

State of Oregon
% Oregon State Highway Department
Salem, Oregon

Gentlemen:

In compliance with Section 98-101, O.C.L.A., we are enclosing duly acknowledged notice for filing.

We are also enclosing our check for $2.00 to cover the cost of a certified copy of the Continental Casualty Company's bond on file in this case. Please forward the same to us.

Yours truly,

RALEY, KILKENNY, & RALEY
By James H Raley

enc:
notice
check, $2.00

Surety
12-16

cc - Lagan
cc - agent

ACKNOWLEDGED
H. B. GLAISYER

NOTICE

TO: The State of Oregon, the Oregon State Highway Commission, and the Secretary of State of the State of Oregon.

NOTICE hereby is given that the undersigned, Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business under the assumed business name of "Pendleton Sand and Gravel Company", at Pendleton, Oregon, have a claim for labor, goods, materials, and services furnished and performed by undersigned at the request of John A. Logan, and which items are more particularly described on exhibit A, which is hereto attached, marked exhibit A, and hereby referred to, and by such reference made a part hereof, in the sum of $3,603.40 against the bond taken from John A. Logan, as principal, and Continental Casualty Company, as surety, for the work described as "Specifications and Contract Agreement for State Highway Construction #2856" of the Oregon State Highway Department, awarded November 21, 1946, and being otherwise known as "Tutuilla Creek Section".

DATED at Pendleton, Oregon, December 13, 1947.

Garfield Powers
GARFIELD POWERS
Raymond Colgan
RAYMOND COLGAN
Norris H. Looney
NORRIS H. LOONEY

PARTNERS, DOING BUSINESS UNDER THE
ASSUMED BUSINESS NAME OF "PENDLETON
SAND AND GRAVEL COMPANY"

STATE OF OREGON)
County of Umatilla) ss.

December 13, 1947

Personally appeared the above named Garfield Powers, Raymond Colgan, and Norris H. Looney, partners, doing business under the assumed business name of "Pendleton Sand and Gravel Company", and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

James H. Raley
Notary Public for Oregon

My commission expires July 31, 1949

EXHIBIT A

WORK DONE ON ITEMS IN SUB-CONTRACT

17	2860 Cu. yards.	2"-0" Level Course	$ 2.80	$8,008.00
18	418 " "	3/4" shoulder material	3.50	1,463.00
19	165 M gallons	Water	3.00	495.00
20	1.0 mile	Preparation	300.00	300.00
21	147 cu. yds.	3/4"- binder course	3.50	514.00
22	964 cu. yds.	Furnish & Place Aggregate	3.50	3,374.00
23	19.44 Tons	RC-3 Asphalt-Binder course	48.00	933.12
24	58.95 Tons	121-150 Asphalt	48.00	2,829.60
25	11.55 Tons	RC-3 Asphalt Seal Coat	48.00	554.40
Total				$18,471.12

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2/28	4 cu. yds. sand	3.25	13.00
4/1	4 " " "	"	13.00
4/18	3 " " "	"	10.50
5/1	Call time for two drivers, Higgins and Free, called to work on early morning Logan shift but not worked - 2 hours each man	1.50	6.00
5/12	Truck rental No. 7 - 8 hours		
5/13	Truck rental No. 7 - 7.5"		
5/16	Truck rental No. 8 - 6.5 "		
5/19	Truck rental No. 7 - 1.5"		
5/19	Truck rental No. 7 8 " 31.5 hrs.	4.50	141.75
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6/30	Truck rental 5/5 hours	4.50	24.75
6/30	22 loads of water 22 M gallons	3.00	66.00
7/30	49 hours truck rental for July, 1947	4.50	220.50
7/22/23	Geo. Hackett, dozer operator 9 hours (PS&G payroll)	2.15	19.35
7/30	July water on detour 24 loads 24 M gallons	3.00	72.00
7/30	Surfacing detour around bridge, 1 ton asphalt in place		50.00
	" " " " 40 cu. yds. rock in place	3.15	126.00
8/30	71 hours truck rental for month of August, 1947	4.50	319.50
10/31	Patch detour under orders from State Highway Dept. Work done in Setember, not invoiced until October		50.00
11/28	5 hours dragline rental	9.50	47.50
12/2	6/5 " " "	"	61.75
12/3	3 " " "	"	28.50
12/52	8 " " "	"	76.00
12/6	2 " " "	"	19.00
Total			$1583.60

Total debits		$20,054.72

CREDITS

Less retainage 10% of 18.471.12	1847.16	
June 5, 1947	1[illegible]	
Sept. 6, 1947	3082.80	
Oct. 9, 1947	5,000.00	
Nov. 21, 1947	5000.00	
By work	441.30	
Total credits		$16,451.32
Balance now due and owing to claimants from John A. Logan on account of items furnished by claimants for said project		3,603.40

Files

RECEIVED
DEC 16 1947
FOR FILING

30-1133

2856

December 15, 1947

Raley, Kilkenny & Raley
Attorneys at Law
101 S. E. Byers Avenue
Pendleton, Oregon

Gentlemen:

This is to acknowledge receipt of the carbon bopy of your letter of December 4, 1947, directed to John A. Logan and the Continental Casualty Company concerning the claim of your clients, the Pendleton Sand and Gravel Company, against Mr. Logan for services rendered in connection with his contract, No. 2856, with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

It is noted that the claim is in the amount of $3,272.40. We are making note of the claim in the records of this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

NOTED ON CARD
12-15-47

[illegible] RALEY
[illegible] KILKENNY
JAMES H. RALEY

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, OREGON

COPY

This is a copy of our letter in a matter in which you are interested. It is sent to you for your information.

December 4, 1947

Registered, ret. rec. requested

[illegible]
[illegible]
Portland, Oregon

and

[illegible]
[illegible]
[illegible]
[illegible]
[illegible] Oregon

ACKNOWLEDGED
H. B. GLAISYER

Re: [illegible]

Gentlemen:

[illegible]

[illegible]

[illegible]

[illegible]

Yours truly,

RALEY, KILKENNY, & RALEY

By

encl
cc letter

cc:
Mr. John A. Logan ⎫
3824 N.E. 74th. St. ⎬ registered mail
Portland, Oregon ⎭

cc:
Oregon Highway Commission
Salem, Oregon

cc:
Pendleton Sand and Gravel Company
Pendleton, Oregon

[illegible]

[illegible]

RECEIVED
DEC 8 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1947
FOR FILING

30-1133

December 4, 1947

Continental Casualty Company
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. T. H. Lyman

Dear Mr. Lyman:

In response to your telephonic request, I am pleased to advise you regarding John A. Logan's contract with the State Highway Commission for the construction of the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County, State Highway Contract No. 2856.

According to the information available in the office today, this project is about 93 percent complete. It is my understanding that it would ~~be~~ have been entirely completed before now had it not been for difficulties which Mr. Logan encountered in securing steel for bridge structure.

Mr. Logan has earned, up to November 5, 1947, the sum of $69,435.67. Of such amount the sum of $61,273.17 has been paid to him, and there is now due and payable on estimate No. 10 the sum of $2,615.50. Our retained percentage amounts to $5,547. I am advised by the Bridge Department that the value of the work yet to be completed is approximately $4,000. I am also informed that this job will not overrun the contract price amount.

I trust this is the information that you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

J. - T-H. Lyman Contractor Co. 6 12/4/47

John A. Logan - $73,960.00

extended to 10-29-47

2856 - Pendleton Tutuilla -
Tutuilla Creek, x Pendleton-John Day Hwy,
Umatilla Co.

Work % done ——— to 11-5, est #10, $69,435.67 total earned to Nov. 5 —— 95%

Amt. work paid — ——— 61,273.17 — does not include Nov. 5 est.

" " retained ——— 5547.00

" " balance due — { 5547.00 retained, 2615.50 Nov. est., 4000.00 est. to complete job }

See back of sheet. for engrs. weekly report.

Con Con Co. attn Lyman

409 Wilcox Bldg.

Lyman 12-4

Reeves did not have details of just what remains to be done on bridge, but work is practically done now. Reeves says job will not overrun contract price.

Est no		
1	2593.12	
2	4149.45	
3	5899.50	
4	8418.60	
5	2543.40	
6	7916.90	
7	15,797.81	
8	8818.14	
9	5136.25	(Vou 15827) check mailed 11-4-47
10	2615.50	– 11-5-47 (Vou 17374) sent out 12-4-47
	63,888.67	

11-28

1 young well to be placed.

9-1

Supt. killed – foreman injured in car wreck

8-21

extension of time recommended by Parson due to inability to get steel.

RECEIVED
DEC 8 1947
FOR FILING

30-1133

December 4, 1947

Mr. John A. Logan
382½ N. E. 74th Ave.
Portland 13, Oregon

Dear Sir:

The State Highway Commission at its meeting on November 25, 1947 had under discussion your request for an extension of time of 32 days, from October 29 to November 30, 1947, within which to complete your contract No. 2856 for the Tutuilla Section of the Pendleton-John Day Highway in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Paul Van Scoy

NOTED ON CARD
12-11-47

RECEIVED
NOV 14 1947
FOR FILING

30-1133

November 13, 1947

Mr. John A. Logan
3824 N.E. 74th Avenue
Portland 13
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 90 days, from July 31 to October 29, 1947, within which to complete your contract No. 2856 for the Tutuilla Creek Section of the Pendleton-John Day Highway, in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Paul Van Scoy

NOTED ON CARD

11-13-47, gl

RECEIVED
NOV 12 1947
FOR FILING

20-1153

November 10, 1947

Oregon State Highway Commission

Gentlemen:

Enclosed herewith is a request of John A. Logan for an extension of time, from October 29 to November 30, 1947, on the Tutuilla Creek Section, Contract No. 2856. All grading and oiling has been completed on this project.

The construction of the bridge, which was a portion of the contract, was delayed on account of late delivery of steel. The bridge is now complete with the exception of building No. 1 wing wall, which cannot be built until traffic is routed over the new bridge.

The contractor has used every effort to complete this contract within the time limit and, for this reason, I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

kw

RECEIVED
FOR FILING
22-1133

DURHAM & BATES
PORTLAND 5, OREGON

October 28, 1947

Mr. W. S. Hodge, Resident Engineer
Pendleton, Oregon

Dear Sir:

Re: JOHN A. LOGAN
Contract #2856

We are enclosing a Request For Time Extension on Construction Contract above captioned, which has been signed by Mr. Logan, and executed by the surety company.

COPY

Yours very truly

DURHAM & BATES

By Victor S. Risley
Victor S. Risley

[redacted]
Encls-5

C/c - Mr. John Logan

C/c - Mr. H. B. Glaisyer

C/c - Mr. Warner Bruce

RECEIVED
OCT 29 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 26 1946
FOR FILING

30-1133

2856

December 24, 1946

John A. Logan
3824 N.E. 74th Ave.
Portland 13, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2856 which was awarded to you on November 21, 1946, by the State Highway Commission, covering grading, bituminous macadam, and construction of bridge on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fw

Recorded
JK

RECEIVED
DEC 17 1946
FOR FILING

38-1733

AGENDA
NOV 25 1946

4e-1

November 21, 1946

Mr. John A. Logan
3824 N. E. 74th
Portland 3, Oregon

Dear Mr. Logan:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil-mat surfacing and construction of a bridge on the Tutuilla Section of the Pendleton-John Day Highway, in Umatilla County. This award was based on your low bid of $73,960 submitted on October 28, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

wo
Enc.

cc - Mr. R. C. Smith
Mr. S. N. Probert
Goldie Lewis

ger confirmed

arge to the account of $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 21, 1946
10:10 a.m.

Mr. John A. Logan
3824 N. E. 74th
Portland 3, Oregon

State Highway Commission awarded you today contract for Tutuilla Section of the Pendleton-John Day Highway, Umatilla County, based on your low bid submitted October 28, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
NOV 27 1946
FOR FILING

November 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

For your information, Contract No. 2036 was awarded today to John A. Logan for 1.05 miles of grading and oil mat surfacing and construction of one 34-foot concrete bridge on the Tutuilla Creek Section of the Pendleton-John Day Highway in Umatilla County.

This is a State Project.

Very truly yours,

R. H. Baldock
State Highway Engineer

IBP:BM

2556

5-23 (City)
(1946)

CITY OFFICIALS
ERASTUS H. CARTER, MAYOR

COUNCILMEN
A. C. CARDEN, CHAIRMAN
EUGENE H. BOYLEN
D. J. BROSOITTI
V. W. McCORMACK
J. H. MULLIGAN
O. S. RAMSEY
ROBERT H. SUSSMAN
HOMER E. WAGGONER

THE CITY OF PENDLETON

CHARLES E. BURNETT, CITY RECORDER
FRANK B. HAYES, CITY ENGINEER
WILLIAM C. PERRY, CITY ATTORNEY
H. W. DICKSON, TREASURER
CHARLES E. LEMONS, CHIEF OF POLICE
WM. BATCHELOR, FIRE CHIEF
RAY CORWIN, STREET COMMISSIONER

Pendleton, Oregon
October 30, 1946

Oregon State Highway Commission
Salem, Oregon

Attention: R. H. Baldock, State Highway Engineer
and
Oscar Cutler, Engineer, County & City
Relations

Gentlemen:

Complying with your letter of October 24, 1946, we are pleased to enclose 3 copies of one of the resolutions and 5 copies of the other resolution, all duly passed by the Common Council of The City of Pendleton in regular meeting the evening of October 29, 1946.

Thanking you for your attention, we are,

Very truly yours,

The City of Pendleton

By Charles E. Burnett
City Recorder

RECEIVED
OCT 31 1946
OREGON
STATE HIGHWAY COMMISSION

CEB:ED
encl.

5-23 (City)
(1946)

October 24, 1946

Mr. Charles E. Burnett
City Recorder
Pendleton, Oregon

Dear Sir:

The State Highway Commission plans to call for bids on October 28 for a grading and surfacing project on the Tutuilla Section of the Pendleton-John Day Highway.

In connection with the portion of this project within the city limits of Pendleton, we have prepared and are enclosing four copies of a grade resolution to be adopted by the City of Pendleton. This resolution was prepared inasmuch as the law requires that cities shall approve grades established by the State Highway Commission on city streets.

If this resolution is approved and adopted by the city council, please have all four copies signed by the mayor and city recorder, and return three copies to the Oregon State Highway Commission, attention of Oscar Cutler, Engineer, County and City Relations. One copy may be retained for the records of the city.

In connection with this project we have also prepared six copies of a standard encroachment resolution, required by the State Highway Commission when improvements are made on city streets.

If this encroachment resolution is approved and adopted by the city council, all six copies should be signed by the proper city officials and five copies returned to the Oregon State Highway Commission. One copy may be retained for the records of the city.

We note that the city council meets on the first and last Tuesdays. It would be appreciated if this matter could be taken up with the city council at its meeting on October 29, in order that the resolutions may be returned to this office at an early date.

Under separate cover, we are sending you a copy of the plans for the proposed project. This is for the information and records of the city.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County & City Relations

ms

Encl.

State Project
S-33-5
(1946)
(City)

RESOLUTION

WHEREAS, State Highway No. 28 of the State of Oregon, known as the Pendleton-John Day Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Beginning at highway engineer's survey station 197+20, approximately 75 feet northeasterly from the center line of S. W. 23rd Street, where the same is intersected by the center line of the Pendleton-John Day Highway; thence southwesterly along S. W. Emigrant Avenue to highway engineer's survey station 196+30.1, at the southwest city limits of Pendleton, where the same is intersected by the center line of the Pendleton-John Day Highway

And, WHEREAS, the Oregon State Highway Commission will not participate in the construction of said highway until and unless the said City of Pendleton will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 28 of the State of Oregon, known as the Pendleton-John Day Highway,

10-29-46

which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 29th day of October, 1946.

Attest:
Charles E. Burnett.
City Recorder

H Carter
Mayor

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, on the 29th day of October, 1946, at the regular or special meeting of said Common Council.

Dated this 29th day of October, 1946.

Charles E. Burnett.
City Recorder

State Project

S-23-C
(1946)

RESOLUTION

WHEREAS, State Highway No. 28 of the State of Oregon, known as the Pendleton-John Day Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit: Beginning at highway engineer's survey station 197+20, approximately 75 feet northeasterly from the center line of S. W. 23rd Street, where the same is intersected by the center line of the Pendleton-John Day Highway; thence southwesterly along S. W. Emigrant Avenue to highway engineer's survey station 196+30.1, at the southwest city limits of Pendleton, where the same is intersected by the center line of the Pendleton-John Day Highway

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line finished grade (U.S.G.S. datum): Beginning at elevation 1040.97, at highway engineer's survey station 197+20, ap-

10/29/46

proximately 75 feet northeasterly from the center line of S. W. 23rd Street, where the same is intersected by the center line of the Pendleton-John Day Highway; thence on a 600-foot vertical grade curve to elevation 1042.07, at the center line of S. W. 23rd Street, where the same is intersected by the center line of the Pendleton-John Day Highway; thence continuing on a 600-foot vertical grade curve to elevation 1042.37, at highway engineer's survey station 196/30.1, at the southwest city limits of Pendleton, where the same is intersected by the center line of the Pendleton-John Day Highway

And, WHEREAS, under the provisions of Sections 100-101 to 100-127, inclusive, O. C. L. A., and other laws of the State, the Highway Commission is given complete jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 28 of the State of Oregon, known as the Pendleton-John Day Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 29th day of October, 1946.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

Charles E. Burnett
City Recorder

Wayne H Coates
Mayor

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, on the 29th day of October, 1946, at the regular or special meeting of said Common Council.

Dated this 29th day of October, 1946.

Charles E. Burnett
City Recorder

RECEIVED
OCT 26 1946
FOR FILING

30-1133

October 24, 1946

Hon. Carl W. Chambers
County Judge
Pendleton, Oregon

Dear Judge Chambers:

The State Highway Commission is receiving bids on October 28 for the Tutuilla Creek Section. This consists of the reconstruction of the section of the Pendleton-John Day Highway immediately west of the Pendleton city limits and provides for increasing the carrying capacity of the bridge over Tutuilla Creek.

As you know, in years of heavy run-off Tutuilla Creek has flooded a large section in the western part of Pendleton, and we have contemplated a larger bridge for some time. A careful study of the situation, however, indicates that the new bridge will be of little benefit unless there is a larger county bridge so that the channel can be widened under the county bridge and down to the state highway bridge. We have been endeavoring to secure sufficient right of way for this purpose but do not seem to be able to persuade Lawrence Stover, the owner of the property, to sell sufficient right of way to reconstruct the channel. He apparently is willing to sell the amount shown in red on the attached sketch map, which would be sufficient for our needs but insufficient to widen the channel the entire distance to the county bridge.

It seems illogical for us to purchase a portion of this right of way now when you will need to purchase an additional amount in the future. Therefore, I am advising you of the circumstances in order that you can give the matter some study. Mr. L. R. Chandler, Resident Engineer, can go over the situation with you on the ground, and I would appreciate it if you would discuss the matter with him and Mr. Stover to see if a program for the permanent cure of the Tutuilla Creek overflow can be arranged for.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment
cc: M. O. Smith
Paul Van Scoy
L. R. Chandler

RECEIVED
OCT 19 1946
FOR FILING

Charge to the account of ______ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD
JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NIGHT LETTER - COLLECT

SALEM, OREGON
OCTOBER 17, 1946

S. H. KRISINGER
MANAGER, ASPHALT SALES
SINCLAIR REFINING COMPANY
DENVER, COLORADO

REURTEL 17TH. FOR PROJECT S-11 (2) BAKER COUNTY, PROBABLE SHIPPING DESTINATION AT BAKER, 100 TONS RC-3, 230 TONS 151-200 AND 66 TONS RC-3 OR EMULSIFIED. FOR TUTUILLA PROJECT IN UMATILLA COUNTY, AT PENDLETON, 20 TONS RC-3, 64 TONS 121-150 AND 14 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-259 (4) UNION COUNTY, AT UNION, 140 TONS RC-3, 170 TONS 151-200 AND 96 TONS RC-3 OR EMULSIFIED, FOR KIMBERLY-DRY CREEK PROJECT IN GRANT COUNTY, AT CONDON, 50 TONS RC-3, 120 TONS 151-200 AND 70 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-62 (2) GRANT COUNTY, AT CONDON, 130 TONS RC-3 [illegible] , 174 TONS 151-200 AND 100 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-90 (1) HARNEY COUNTY, AT BURNS, 120 TONS RC-3, 280 TONS 151-200 AND 80 TONS RC-3 OR EMULSIFIED.

R. H. BALDOCK
(initialed) SHP

S. J. KRISINGER MGR ASPHALT SALES SINCLAIR REFINING CO.

FI-138(4) Bridges over Cow Cr. & 1947
Quines Cr., Johns-Glendale Jct.
#2857 Sec., Pacific Hwy.

RECEIVED
JAN 14 1949
FOR FILING

FI-138(4)

2845

Salem, Oregon
January 13, 1949

Mr. J. M. Devers

Please note the attached copy of a letter from H. G. Smith, which I believe you will find self-explanatory.

It appears that Mr. H. L. Whipple, attorney, has advised Mr. Garrett not to accept payment for the surfacing materials acquired on a royalty basis from Mr. Garrett.

Will you please assist in adjusting this matter. I will be glad to furnish any information you might need relative to engineering features.

W. C. Williams

WCW:me

Encl.

FORM B-80 10M 5-48 39080

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

On the Glendale Junction-Wolf Creek Section the gravel bar was leased from Mr. Garrett on a royalty basis with the provision that we were to pay the royalty during the progress of the job. This was overlooked and when Mr. Lytle submitted the invoice to Mr. Garrett for his signature he refused to sign it and stated his attorney, R. L. Whipple, was handling the matter. Mr. Whipple advises that Garrett wants to cancel the lease for the non-payment of the bill at the stipulated time.

The lease has only one more year to run and we do not expect to get any more material in that time so that feature is inconsequental, but there is a pile of 3/4" - 0" material remaining on the ground which we wish to remove during the life of the original lease and this must be provided for.

Our records show that we owe Garrett for 21,528.8 cubic yards of material.

Will you kindly ask the Legal Department to adjust this matter.

Very truly yours,

H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
FOR FILING

FI-138(4)

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 7, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	7085	2857	10-final	Sleeper & Keyes, assigned to: Continental Casualty Company	1,981.90	329392	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

It appears that this final payment is now ready for release to the Continental Cas. Co. to which firm the final payment has been assigned. I base on the Casualty Company's letter of May 17, and your reply of May 18, 1948, to Mr. Lyman, including your footnote to Mr. Hawke. When mailed, do you wish the letter directed to Mr. Lyman's attention?

aaw

ACCOUNTING DIVISION

By________________
Bookkeeping Dept.

NOTED ON CARD
6-8-48, gl

Approved________________
Secretary

RECEIVED
MAY 19 1948
FOR FILING

FI - 158 (4)

2857

May 18, 1948

Mr. P. H. Lyman
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

Thank you for your letter of May 17 consenting to the assignment given the Continental Casualty Company by Sleeper & Keyes in connection with their contract, No. 2857, with the State Highway Commission for the construction of the Cow Creek and Quines Creek Bridges on the Pacific Highway, in Douglas County, without prejudice to the bond.

I am forwarding a signed copy of the assignment and a copy of your letter to the Auditor today and am requesting him to prepare the final voucher in conformity with the provisions of the assignment. I am also asking him to expedite the payment as much as possible.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. Malcom H. Hawke
Atten: Mr. Carl Smith

Mr. Smith:

I previously forwarded you an executed copy of the above-mentioned assignment and I attach hereto a copy of the surety's consent thereto. It appears that our requirements have been satisfied with respect to the assigning of these funds, so you may proceed to pay the final voucher in conformity with the provisions of the assignment. I am filing the original of the assignment and the original of Mr. Lyman's letter in the front of Contract No. 2857.

H. B. G.

CONTINENTAL CASUALTY COMPANY

General Office, Chicago, Illinois

Oregon Claim Department
409 Wilcox Bldg.

Portland 4, Oregon
May 17, 1948

Oregon State Highway Commission
Salem, Oregon

COPY

Attention: Mr. H. B. Glaisyer

Gentlemen:

Re: S.D. 26522, Bond #909844
Oregon State Highway Commission Contract
No. 2857
Construction of the Cow Creek and
Quines Creek bridges

We have for acknowledgement your letter of May 14 with reference to the assignment forms executed by Sleeper & Keyes. Mr. Sleeper has forwarded one copy of the assignment claim to the Continental Casualty Company which we will retain in our file. The Continental Casualty Company, as surety, approves the assignment without predjudice to the bond.

We would greatly appreciate receiving the voucher covering the final payment at your earlies possible convenience.

Yours very truly,

/s/ P. H. Lyman

Mgr., Claim Dept.

PHL/pab

May 14, 1948

Mr. P. N. Lyman
409 Wilcox Building
Portland 4, Oregon

Dear Mr. Lyman:

A misunderstanding has occurred in this office with respect to the handling of the assignment forms whereby Sleeper & Keyes assigns to the Continental Casualty Company monies due or to become due them in connection with their contract No. 2857 for the construction of the Cow Creek and Quines Creek bridges on the Pacific Highway, in Douglas County, and as a result thereof, Sleeper & Keyes have returned to me the original and one copy of the assignment, both of which are executed, rather than to you for forwarding to me with your consent.

I am holding this assignment in my office awaiting a letter from you stating that the surety approves the assignment without prejudice to the bond. Upon receipt of such a letter I will turn the matter over to the Auditing Department to handle in conformity with the provisions of the assignment.

I am sorry that this misunderstanding occurred; however, it will only cause a delay of a day or two in making final payment at the most.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. Carl Smith

Sleeper & Keyes
P. O. Box 808
Bend, Oregon

Mr. Smith:

A signed copy of the assignment is attached hereto and fastened to the voucher. I have retained the original for the Commission's records.
H. B. G.

FORM E-90 20M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 12, 1948

SUBJECT:

To:

Sleeper and Kayes
% Merle Sleeper
P. O. Box 808
Bend, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

This supplements my letter of yesterday. In case you have not already forwarded the assignment forms, which I enclosed with yesterdays letter, I wish to correct my suggestions concerning the forwarding of the signed forms. I enclose herewith for your files an additional copy of the assignment form, and would request that all three of the forms I sent yesterday be signed and forwarded to Mr. P. H. Lyman, Manager, Continental Casualty, 409 Wilcox Building, Portland, and that he show the Companys approval on the forms, forwarding two approved forms to Mr. H. B. Glaisyer, Secretary, Oregon State Highway Commission, State Office Building, Salem, Oregon. I presume Mr. Lyman will wish to retain one copy for his files.

You will also, note that through error Mr. Lyman was erroneously referred to in my letter of yesterday as Mr. Wilcox.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS:jlm

cc: P. H. Lyman
409 Wilcox Bldg.,
Portland, Oregon

cc: H. B. Glaisyer
Secretary

FORM E-30 20M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 11, 1948

SUBJECT:

To:

Sleeper and Keyes
% Merle Sleeper
P. O. Box 808
Bend, Oregon

NOTED
H. B. GLAISYER

Gentlemen;

As requested by the Secretary of the Commission, we have prepared for your signature, and I am enclosing herewith, assignment forms assigning to the Continental Casualty Company the amount of the final payment due under your contract No. 2857, in the amount of $1,981.90. I am submitting 4 copies of the assignment form, of which number, two, properly executed should be returned to the Oregon State Highway Commission at Salem, one may be retained for your records, and the other properly executed should be mailed to Mr. P. H. Lyman, Manager, Continental Casualty Company, 409 Wilcox Building, Portland. Mr. Wilcox should show the Casualty Company's approval on the copy of the assignment form, and forward it to the Oregon State Highway Commission at Salem, Upon receipt of the two copies, and receipt of the copy approved by the Casualty the final voucher showing the assignment will be placed in line for commission approval. The prompt return of the forms by yourself and by the Casualty Company will be appreciated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS:jlm

cc: P. H. Lyman
409 Wilcox Bldg.,
Portland, Oregon
cc: H. B. Glaisyer
Secretary

[illegible]

AL CONTRACTORS TELEPHONE 865

SLEEPER and KEYES
434 Portland Avenue
BEND, OREGON

May 4, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attached is an affadit to the effect that all bills are paid in full on the Cow and Quines Creek bridges, #2857.

If possible, will you have the draft drawn to the Continental Casualty Company. If this procedure is not in order, please then have it made out to Sleeper and Keyes and the Continental Casualty Company.

Appreciating your attention to the above, we remain

Sincerely yours,
SLEEPER AND KEYES
Merle L Sleeper
BY: Merle L. Sleeper

MLS/g

Draft to be mailed to Continental Casualty Co
409 Wilcox Bldg.

RECEIVED
MAY 10 1948
OREGON
STATE HIGHWAY COMMISSION

Files

RECEIVED
JAN 15 1948
FOR FILING

FI-138 (4)

January 13, 1948

Continental Casualty Company
Oregon Claim Department
409 Wilcox Building
Portland 4, Oregon

Attention: Mr. P. H. Lyman
Manager

Dear Mr. Lyman:

This is to acknowledge receipt of your letter of January 9 requesting that no further estimates or retainage under the Highway Commission's contract with Sleeper & Keyes for the construction of two bridges in Douglas County, being State Highway Contract No. 2857, be paid to the contractor, Sleeper & Keyes, without consent of Surety.

We shall be pleased to comply with your request and are so instructing our Auditing Department this date.

You also request the date this contract was completed and was accepted by the State Highway Commission and the final contract price, together with retained percentage. Our records reveal that this job was completed on November 1, 1947, and was accepted by the State Highway Commission on December 29, 1947. The final contract amount is $66,124.05. There has been paid to the contractor to date the sum of $64,142.15, and the record discloses that the retained percentage amounts to $1,983.78.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 1/14

cc - Mr. Malcolm Hawke

NOTED ON CARD
1-13-48

Mr. Hawke:

Will you please see that no further payments are made to the contractor in connection with this job until consent of surety has been ~~requested~~ received and you are advised by this office.

H. B. Glaisyer

17400

Contract #2857 - Sleeper & Keyes - Cow & Quines Creeks
Bridges - Douglas Co.

Completed - Nov. 1, 1947
Accepted - Dec 29, 1947
Final Contract amount - 66,124.05
Paid to contractor to date - $\$64,142^{\underline{15}}$
Retained percentage - $1983^{\underline{78}}$
Final payment to Contr. Will be
11 1981.90

BREITER
PRESIDENT

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

OREGON CLAIM DEPARTMENT
P. H. LYMAN, MANAGER
409 [redacted] WILCOX BUILDING

PORTLAND 4, OREGON

January 9, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

-- Attn. H.B.Glaisyer --

Re: Sleeper & Keyes -to-
Oregon State Highway Commission
(Construction of 2 bridges in Douglas County)

Confirming our recent telephone conversation, please be advised that the ContinentalCasualty Company as surety for Sleeper & Keyes ask that no further estimates or retainage under the contract be paid to the contractors without the consent of the surety. We would appreciate your advising us the date the contract was completed and accepted as well as the final contract price. For our records we would also like to be advised the amount of the retained percentage. We do not have a copy of the contract before us and, therefore, do not know the percent retained under the provisions of the contract.

Yours very truly,

P. H. Lyman

PHL/lr

Mgr.,ClaimDept.

RECEIVED
JAN 12 1948
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 15 1947
FOR FILING

[illegible]

#[illegible]

December 12, 1947

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are hereby notified that State Highway Contract No. 2857 for work on the Johns-Glendale Junction Section of the Pacific Highway, in Douglas County, has been completed by the contractor, Sleeper & Keyes, and that final payment in the amount of $1,981.90 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $66,124.05, of which amount $140.99 represents the amount of force account items. This contract was completed November 1, 1947 but has not been accepted by the Highway Commission, however, we anticipate that it will be at the Commission Meeting to be held the latter part of this month.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Barker H. Lyman, Agent
409 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-12-47 JH

RECEIVED
[illegible]
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

FI-138(4)

#2845

Nov. 26, 1947

Mr. W. C. Williams
Assistant State Highway Engineer
Office

13565A

Dear Mr. Williams:

Re: Relocation of COPCO facilities, Johns-Wolf Creek Section of Pacific Highway.

Messrs. H. G. Smith, K. D. Lytle and the writer have spent considerable time working out the details of the enclosed agreement between the Commission and COPCO.

The agreement is now in proper legal form and has been executed by the Company. It is forwarded herewith for your consideration. If approved by you, will you please present it to the Secretary for execution by the Commission.

Yours very truly,

NOTED
W. C. WILLIAMS

J. M. DEVERS

By
G. W. NEUNER
Assistant Counsel

GWN:FRC

cc- Mr. H. B. Glaisyer

RECEIVED
NOV 28 1947
FOR FILING

FT-138 (4)

November 24, 1947

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Sleeper & Keyes on contract No. 2857, covering the Johns-Glendale Junction Section of the Pacific Highway, in Douglas County. This payment, in the amount of $4,116.40, will be made on or after December 4, 1947. The retained percentage is $1,983.78.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Parker H. Lyman, Agent
409 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

11-24-47 gl

RECEIVED
NOV 14 1947
FOR FILING

FI-138 (4)

November 13, 1947

Sleeper & Keyes
P. O. Box 808
Bend
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 40 days, from October 1 to November 9, 1947, within which to complete your contract No. 2857 for bridges on the Johns-Glendale Junction Section of the Pacific Highway, in Douglas County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle

NOTED ON CARD

11-13-47

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FORM E-80 25M 7-47
FOR FILING

FI-138 (4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1947

SUBJECT: Cow Creek and Quines Creek Bridges on Pacific Highway in Douglas County

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Herewith a request for an extension of time, from September 30 to November 9, for the completion of the Cow Creek and Quines Creek Bridges on the Pacific Highway in Douglas County. This recommendation is accompanied by the concurrence of the Public Roads Administration.

Very truly yours,

GSPaxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc W. A. Reeves

RECEIVED
DEC 26 1946
F. . ILING

F1-1-8(4)

December 24, 1946

Sleeper & Keyes
434 Portland Ave.
Bend, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2857 which was awarded to you on November 26, 1946, by the State Highway Commission, covering the Cow Creek and Quines Creek Bridges on the Pacific Highway in Douglas County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fw

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gl

RECEIVED
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FOR FILING

FI-124.4

[illegible]

November 27, 1946

Sleeper & Keyes
434 Portland Avenue
Bend, Oregon

Gentlemen:

The State Highway Commission on November 26 awarded you the contract for the construction of concrete bridges over Cow Creek and Quines Creek on the Johns-Glendale Junction Section of the Pacific Highway in Douglas County. This award was based on your low bid of $65,779.00, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
G. S. Paxson

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
DEC 3 1946
FOR FILING

FI 138(4)

November 26, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm the verbal concurrence of the Division Engineer as of this date in the award of contract on Oregon Project No. FI-138(4), Cow Creek and Quines Creek Bridges on the Pacific Highway in Douglas County, to Sleeper and Keyes, Bend, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

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NOV 30 1946
OREGON
STATE HIGHWAY COMMISSION

FORM E-128X 11-45

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
NOV 29 1946
FOR FILING

FI-138-4

NOTED
State Highway [illegible]

November 22, 1946

Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Attention: Mr. T. M. Davis

Gentlemen:

Subject: Cow Creek and Quines
Creek Bridges, FI-138 (4)

Attached hereto find data to support our 1946 estimate of cost to construct the above-named project.

Very truly yours,

R. H. Baldock
State Highway Engineer

COW CREEK AND QUINES CREEK BRIDGES

Pacific Highway - Douglas County
F. A. Project No. FI-138 (4)

October 31, 1946

Estimate of Cost Based on 1940 Unit Prices

Shoring, Cribbing, Etc.	All required			$ 1,500
Structural Excavation	600 cu. yd.	at	4.00	2,400
Structural Excavation Below Elevations Shown	50 cu. yd.	at	6.00	300
Class A Concrete	800 cu. yd.	at	26.55	21,240
Metal Reinforcement	158,000 lb.	at	0.06	9,480
Metal Rail	700 lin.ft.	at	6.30	4,410
				$39,330

Source and Explanation of 1940 Unit Prices

Shoring, Cribbing, Etc.

No work of same magnitude in 1940 to use on a comparison basis. Estimated as follows:

Labor	720 man hours	at	1.25	$ 900
Lumber	9 M-FBM	at	40.00	360
Miscellaneous material and tools				150
Equipment rent and miscellaneous				90
		Total		$ 1,500

The work to be done on the items of excavation, concrete, metal reinforcing and metal rail is similar to that done on the Lost River Bridge on the Klamath Falls-Malin Highway in Klamath County, a State project that was bid on January 11, 1940, and contracted for on May 10, 1940. The contract prices on the Lost River job are used as a basis for estimating this job. Concrete and metal rail prices are adjusted as follows:

Concrete:

Lost River - $24.00 per cu. yd. on 13 mile aggregate haul	$	24.00
Aggregate haul - this job + 17 mile at 0.15 per cu. yd. mi. concrete		2.55
	$	26.55

Metal Rail:

Lost River - Walk type (9" curb)	$	5.00
This job - 2'-6" curb add $1.30 for extra concrete		1.30
	$	6.30

The 1946 unit prices are arrived at by using 1940 unit prices, adjusted by increase cost factors shown in the attached supplement, as follows:

Shoring, Cribbing, Etc.	$1,900 x 1.4770 = $2,815.50	Use $2,800.00
Struc. Excavation	4.00 x 1.6614 = 6.64	Use 7.00
Class A Concrete	26.55 x 1.5868 = 42.13	

Increase in cost of carpenter labor due
to isolated location of job, which causes
either a travel time penalty or a payment
of per diem on salaries, figured as follows:

Carpenter Labor - Hourly Cost, 1946:

8 hrs. at $1.55 + $3.00 per diem x 5 da. = $77.00
8 hrs. at 1.5 x $1.55 + $3.00 per diem x 1 da. = 21.60

Weekly Wage $98.60

$\frac{\$98.60}{48 \text{ hrs.}}$ = $2.05 hourly wage

$2.05 prevailing hourly wage
-1.47 hourly wage used in increase cost factor table
$0.58 hourly increase due to job location

10 hrs. (average carp. hrs. on forms per cu. yd. concrete) x $0.58 $5.80
Adjusted cost concrete per cu. yd. $47.93 Use 48.00

Metal Reinforcement	0.06 x 1.2770 = 0.0766	Use 0.08
Metal Rail	6.30 x 1.5306 = 9.64	Use 10.00

1946 Estimate of Cost

Shoring, Cribbing, Etc.	all required			$ 2,800
Struc. Excavation	600 cu. yd.	at	$ 7.00	4,200
Struc. Excavation Below Elevations Shown	50 cu. yd.	at	14.00	700
Class A Concrete	800 cu. yd.	at	48.00	38,400
Metal Reinforcement	158,000 lbs.	at	0.08	12,640
Metal Rail	700 lin. ft.	at	10.00	7,000
				$65,740

DATA TO SUBSTANTIATE 1946 CONSTRUCTION ESTIMATES

LABOR

(a) A tabulation of data from certified pay rolls submitted by contractors on 20 bridge construction contracts in 1940 indicates the following:

Class of Labor	Per Cent of Total Pay Roll	Range of Rates	Average Rate
Supervisory	16	\$1.20 hr. to \$300 mo.	\$1.21 hr.
Skilled	36	1.20/1.87½	1.22 hr.
Intermediate	22	0.75/1.25	0.78 hr.
Common	26	0.60/0.75	0.62 hr.

(b) A tabulation of data from certified pay rolls submitted by contractors on all bridge construction contracts active in 1946 to March 15, 1946 indicates the following:

Class of Labor	Per Cent of Total Pay Roll	Range of Rates	Average Rate
Supervisory	25	\$1.50 hr. to \$350 mo.	\$2.07 hr.
Skilled	61	1.20/1.67½	1.47 hr.
Intermediate	5	1.10/1.15	1.11 hr.
Common	9	0.95/1.25	1.06 hr.

(c) Percentage job increase of 1946 labor rates over 1940 labor rates is arrived at as follows:

1940	1946
16% at 1.21 = 0.1936	25% at 2.07 = 0.5175
36% at 1.22 = 0.4392	61% at 1.47 = 0.8967
22% at 0.78 = 0.1716	5% at 1.11 = 0.0555
26% at 0.62 = 0.1612	9% at 1.06 = 0.0954
0.9656	1.5651

Per cent increase = $\frac{1.5651}{0.9656}$ = 1.62%, or 62% over 1940 costs

Note that the above increase reflects only the pay roll dollar increase. It does not take into account the intangible items of industrial insurance, public liability and property damage insurance, social security and unemployment insurance, transportation and per diem costs of workmen. All of these items are a part of labor costs, and when taken into consideration, will reflect further increases in the job costs. Data on such costs are being assembled and will be shown at a later date.

MATERIAL

Preliminary investigation into advances in material costs indicate the following:

Item	1940	1946	Per Cent Increase
Portland Cement (Bbl. Portland Bulk)	$1.90	$2.35	24
Screened Gravel (c.y. Portland)	0.75	1.25	67
Sand (c.y. Portland)	0.75	1.25	67

Metal Reinforcing

1940 Job	Tons	M. from Portland	1940	1946	% inc.
Canyon Creek Bridge	18	277	4.15	4.60	11
Henley Flume	15	302	4.30	4.75	10
Davies Grade Separation	143	40	3.48	3.88	11
Gooserock Bridge	65	310	3.83	4.53	18
COID Canal	4	200	4.46	4.86	9
North Canal	7	200	4.28	4.73	10
Lost River	23	307	3.78	4.43	17
Beaver Creek	17	96	3.50	4.03	18
Cox Creek	20	76	3.87	4.57	18

Prices shown are per cwt. f.o.b. job site.

Lumber (M)	20.00	48.00	140
Hardware (cwt.)	4.00	6.00	50
Structural Steel (lb.)	0.055	0.08	45
Office & Overhead (Assumed)			50
Equipment Rental (Assumed)			50
Steel Rail (l. ft.)	4.20	4.83	15

JOB COST BREAKDOWN

A tabulation of data from final cost analysis made by resident engineers on 30 bridge construction jobs indicates the labor-material breakdown on major bid items to be as follows:

Shoring, Cribbing, Etc.

Labor	60% of cost
Material	35% of cost
Miscellaneous	5% of cost

Dry Excavation:

Labor	82% of cost
Materials	7% of cost
Equipment	9% of cost
Miscellaneous	2% of cost

Wet Excavation:

Labor	40% of cost
Material	30% of cost
Equipment	18% of cost
Miscellaneous	12% of cost

Drive Piles:

Labor	57% of cost
Equipment	26% of cost
Miscellaneous	17% of cost

Furnish Piling:

Material	100% of cost

Concrete:

Cement	26% of cost
Gravel	10% of cost
Sand	6% of cost
Lumber	10% of cost
Hardware	1% of cost
Labor-Forms & FW	18% of cost
Labor-Mix & Place	9% of cost
Labor-Finish	4% of cost
Equipment	5% of cost
Miscellaneous	11% of cost

Metal Reinforcing:

Labor	21% of cost
Material	77% of cost
Miscellaneous	2% of cost

Handrail:

Labor	47% of cost
Materials	
Cement	2% of cost
Sand	1% of cost
Gravel	1% of cost
Metal Reinforcement	1% of cost
Steel Rail	29% of cost
Forms	9% of cost
Miscellaneous	10% of cost

Structural Steel:

Labor	16% of cost
Materials	75% of cost
Equipment	7% of cost
Miscellaneous	2% of cost

Treated Lumber:

Labor	12% of cost
Lumber	73% of cost
Hardware	7% of cost
Miscellaneous	8% of cost

Labor and material increases shown above are reflected in the 1946 unit bid prices as follows:

Shoring, Cribbing, Etc.

Labor	60%	x	62%	increase	0.3620
Material	35%	x	140%	"	0.4900
Miscellaneous	5%	x	50%	"	0.0250
	Cost Increase Factor				0.8770

1946 Cost - 1.8770 x 1940 U. P. or Est.,

Dry Excavation:

Labor	82%	x	62%	increase	0.5084
Material	7%	x	140%	"	0.0980
Equipment	9%	x	50%	"	0.0450
Miscellaneous	2%	x	50%	"	0.0100
	Cost Increase Factor				0.6614

1946 Cost - 1.6614 x 1940 U. P. or Est.

Wet Excavation:

Labor	40%	x	62%	increase	0.2480
Material	30%	x	140%	"	0.4200
Equipment	18%	x	50%	"	0.0900
Miscellaneous	12%	x	50%	"	0.0600
	Cost Increase Factor				0.8180

1946 Cost - 1.8180 x 1940 U. P. on Est.

Drive Piles:

Labor	57%	x	62%	increase	0.3534
Equipment	26%	x	50%	"	0.1300
Miscellaneous	17%	x	50%	"	0.0850
	Cost Increase Factor				0.5684

1946 Cost - 1.5684 x 1940 U. P. or Est.

Concrete:

Cement	26%	x	24%	increase	0.0624
Gravel	10%	x	67%	increase	0.0670
Sand	6%	x	67%	"	0.0420
Lumber	10%	x	140%	"	0.1400

Hardware	1%	x	50% increase	0.0050
Labor	31%	x	62% "	0.1922
Equipment	5%	x	50% "	0.0250
Miscellaneous	11%	x	50% "	0.0550
			Cost Increase Factor	0.5868

1946 Cost - 1.5868 x 1940 U. P. or Est.

Metal Reinforcing:

Labor	21%	x	62% increase	0.1302
Material	77%	x	increase shown for each job	
Miscellaneous	2%	x	50% increase	0.0100

Handrail:

Labor	47%	x	62% increase	0.2914
Cement	2%	x	24% "	0.0048
Sand	1%	x	67% "	0.0067
Gravel	1%	x	67% "	0.0067
Metal Reinf.	1%	x	15% "	0.0015
Steel Rail	29%	x	15% "	0.0435
Forms	9%	x	140% "	0.1260
Miscellaneous	10%	x	50% "	0.0500
			Cost Increase Factor	0.5306

1946 Cost - 1.5306 x 1940 U. P. or Est.

Structural Steel:

Labor	16%	x	62% increase	0.0992
Material	75%	x	45% "	0.3375
Equipment	7%	x	50% "	0.0350
Miscellaneous	2%	x	50% "	0.0100
			Cost Increase Factor	0.4817

1946 Cost - 1.4817 x 1940 U. P. or Est.

Treated Lumber:

Labor	12%	x	62% increase	0.0744
Lumber	73%	x	140% "	1.0220
Hardware	7%	x	50% "	0.0350
Miscellaneous	8%	x	50% "	0.0400
			Cost Increase Factor	1.1714

1946 Cost - 1.1714 x 1940 U. P. or Est.

The data herein will be used in supporting 1946 estimates of cost for construction when these estimates are greater than 39% of the 1940 estimates of cost for the same construction.

1940 estimates are arrived at by using low bid prices on comparable construction whenever such are applicable. When comparable work low bid prices are not available then a reasonable cost estimate is prepared, using as a basis, wage scales, equipment rental rates, and other data affecting construction costs for that period.

1946 estimates are arrived at by using 1940 cost estimates and adjusting them by use of price increases for the various items of work as shown herein, and other factors affecting 1946 construction costs.

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
DEC 3 1946
FOR FILING

[illegible]

November 12, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplemental P.S.& E. documents for Oregon Project No. FI-138(4), Cow Creek and Quines Creek Bridges on the Johns - Glendale Junction Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

Jon

RECEIVED
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OREGON
[illegible] COMMISSION

12-8303 Canyon City-Soda Mtn. Rock 1947
Prod., John Day-Burns Hwy.
#2858

RECEIVED
JUL 14 1949
FOR FILING
FORM E-30X 15M 1-48 29024

12-8303

2858

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1949

SUBJECT: John Day-Burns Highway
Rock Production Job

To:
Mr. E. F. Chidsey
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Your suggestion to contract or buy 7800 yards of rock from Contractor Dick Rush, for the Canyon Creek Summit-Soda Mountain section of the John Day-Burns Highway, was not approved.

Please write a requisition for 1000 yards of sizes you will need in the next 12 months, and ask Rush for quotaions on this, and send them in.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc
cc: W. W. Stiffler
H. G. Smith

NOTED
W. W. STIFFLER

RECEIVED
JUL 13 1949
FOR FILING

800 [illegible]275 - 21450
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23,600 -

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 30, 1949

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

REFERRED TO
Williams

Dear Mr. Smith:

I am submitting Special Provisions for Rock Production Job on the Canyon Creek Summit - Soda Mountain Section, John Day - Burns Highway. The material to be produced in this contract will be needed next year.

I believe that considerable saving could be made to the State by direct negotiation with the present contractor now set up in the quarry specified for this project, providing negotiation could be made within the next thirty days. Dick Rush, the Contractor, has just started production on the Public Roads Contract, and will probably be in operation throughout the month of July until approximately August 1st. It may be that this job could be contracted at the August 1st letting and Mr. Rush would have an opportunity to bid for the material before moving from his present set up. However, I believe that a better price could be obtained through direct negotiation than through contract.

W. C. WILLIAMS

So, I would recommend that the State attempt to negotiate for the production of this material directly with Mr. Rush, or if that procedure can not be followed, I would recommend that it be advertised for letting August 1st or 2nd.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw

enc.
cc - E. A. Collier

H. Bo. [illegible] ck

RECEIVED
MAR 23 1948
FOR FILING

March 18th, 1947

FINAL COST ANALYSIS
Rock Production
J. R. Taggert, Contractor
Dean Swift, Resident Engineer

anyon City-Soda Mt. Section
Contract #2858

John Day-Burns Highway
Prefix 12-8303

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in Stockpile	3,592.4	Cu. Yd.	$2.77	$3.70	$9,950.95	$13,291.88
½"-¼" Cr. Mat'l. in Stockpile	2,881.9	" "	2.77	3.70	7,982.86	10,663.03
¼"-0" Cr. Mat'l. in Stockpile	1,618.8	" "	2.77	3.70	4,484.08	5,988.82
Stockpile Screen Rejects (½"-0")	83.7	" "	0.25	0.25	20.93	20.93
Haul Rejects	309.7	Yd. Mi.	0.08	0.08	24.78	24.78
Haul Adjustment, Favor of State	- 137.58	" "	0.10			- 13.76
Force Account					89.20	112.27
					$22,552.80	$30,087.95
Rock produced and hauled for Struss & McCoy, private sales of crushed rock, rejects and pit run, and outside rentals of equipment.					13,367.56	18,174.32
					$35,920.36	$48,262.27

Gross Revenue	$48,262.27
Total Cost	35,920.36
Net Profit	$12,341.91

Net Profit Equals 25.6% of Gross Revenue

Canyon City-Soda Mt.

Detail of Cost

Labor:

Supervision	$4,061.20	
Labor	13,916.28	
State Industrial Accident Insurance	404.49	
Social Security & Unemployment Insurance	539.32	
		$18,921.29

Equipment Rental & Miscellaneous:

Equipment Rental	$9,693.00	
Rented Trucks	4,754.97	
Gas, Oil & Grease	1,377.89	
P.U.C. Fees	88.09	
Small Tools & Miscellaneous	612.69	
Office	246.77	
Bond	225.66	
		16,999.07
Total		$35,920.36

Remarks:

This was a "State Project" calling for the crushing and stockpiling of 8,000 cubic yards of maintenance material. The project was bid and awarded to the contractor November 26th, 1946, but due to prior commitments the contractor was unable to furnish the materials for the 1947 oiling season and did not start the project until September 8th, 1947. The contract was completed October 17th, 1947, with the contractor running the plant for a short time after the completion of the main contract furnishing materials for private sales. During the course of the work a large amount of materials were crushed for private sales and the contractor was able to sell all screen rejects at a figure approximately the same as his crushed rock. During the course of the crushing operations and for a period after completion, the contractor also did some private road work and placing of pit-run gravel.

The contractor anticipated a part of these sales and, therefore, made his setup in a gravel pit located between John Day and Canyon City instead of the designated quarry. While the use of this gravel pit resulted in considerably more haul, the savings effected by the lack of quarry work and increased production more than offset the extra haul costs.

A breakdown of crushing costs was impossible for this project due to the fact that the materials for private sales and reject materials were produced at the same time as the stockpile materials. This project was well handled, supervision and overhead costs were low, and a large profit was made over a short period of time.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
DEC 3 1947
FOR FILING

12-8363

December 3, 1947

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

You are hereby notified that State Highway Contract No. 2858 for rock production on Canyon City-Soda Mountain Section of the John Day-Burns Highway, in Grant County, has been completed by the contractor, Jack R. Taggart, and that final payment in the amount of $902.64 will be made on or after the 13th day of December, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $30,087.95, of which amount $112.27 represents the amount of force account items. This contract was completed on October 15, 1947 and was accepted by the Commission on November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

12-3-47 gl

RECEIVED
NOV 17 1947
FOR FILING
12-8303

November 17, 1947

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Jack R. Taggart on contract No. 2858, covering rock production on Canyon City-Soda Mountain Section of the John Day-Burns Highway, in Grant County. This payment in the amount of $10,071.11, will be made on or after November 28, 1947. The retained percentage is $902.64.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-17-47 gf

Form E-1—5M—4-47

12-8303

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct 17,1947

Section Canyon City-Soda Mt.

Kind of work Rock Prod.

Highway John Day - Burns

Section prefix 12-8303

Contractor Jack R,Taggart

Contract number 2856

Date of contract Nov. 26,1946

Date of completion Oct 31,1947

Date work started Sept. 8,1947

Estimated date of completion Oct 15,1947

Amount of contract $ 29,600

Per cent of time elapsed 97 %

Estimated cost of completed project, exclusive of engineering $ 29,600

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1500, 5 %

Date project was completed ...., 19......

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished this contract on Wednesday the 15th.

NOTED E A PEASE

OCT 20 1947

NOTED E. C. SMITH

Signed Dean Swift

Address Condon, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed			8,000		
Total estimated quantities			8,000		
Estimated quantities moved or placed to date			200		
Average daily quantities			finished		
Average daily quantities necessary to complete project on time			1		
Number shifts per day			8		
Hours per shift			11		
Average force on project for week					

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%.

.... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

NOTED

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		Finished contract
Wednesday	"		
Thursday			
Friday			
Saturday			

RECEIVED
DEC 26 1946
FOR FILING

12-8303

December 24, 1946

Jack R. Taggart
525 Rose Street
Salem, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of contract No. 2858 which was awarded to you on November 26, 1946, by the State Highway Commission, covering the furnishing of 8,000 cubic yards of crushed rock in stockpiles on the Canyon City-Soda Mountain Section of the John Day-Burns Highway in Grant County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fw

Recorded
JL

RECEIVED
NOV 27 1946
FOR FILING

12-8383

November 27, 1946

Jack R. Taggart
Route 1, Box 431
Salem, Oregon

Dear Sir:

The State Highway Commission on November 26 awarded you the contract for the Canyon City-Soda Mountain Rock Production Project on the John Day-Burns Highway in Grant County. This award was based on your low bid of $29,600.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

12-8304 John Day Rock Prod. on Four State Hwys. 1947

#2859

RECEIVED
FEB 27 1950
FOR FILING

12-8304
2859

February 24, 1950

The Aetna Casualty and Surety Co.
Yeon Building
Portland 4, Oregon

Attention: Mr. N. B. Atterbury

Gentlemen:

Reference your letter of August 15, 1949 re status of contract No. 2859 with Struss and McCoy.

We are pleased to advise that the above contract was accepted by the State Highway Commission on February 6, 1950, and that the final payment has been made to contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

2859

Mrs. Lewis
please do

August 16, 1949

The Aetna Casualty and Surety Company
Yeon Building
Portland 4, Oregon

Attention: H. B. Atterbury

Gentlemen:

We have your letter of August 15 concerning the status of Contract 2859 with Struss and McCoy.

This contract was not accepted by the Commission at its meeting August 1 and 2 and final payment has not been made to the contractor. We will advise you when this has been done.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
YEON BUILDING

PORTLAND 4, OREGON

August 15, 1949

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 9078
Contract 2859
Struss & McCoy

Referring to your letter of July 20. Will you kindly advise if the job was accepted by the Highway Commission at their August 1 and 2 meeting and the final payment made to the contractors?

Yours very truly,

H P Atterbury

Bond Department

hpa

RECEIVED
AUG 16 1949
OREGON
STATE HIGHWAY COMMISSION

8/16. [illegible]

RECEIVED
MAR 1 1950
FOR FILING

12-8304

2859

Files

Struss & Mc Coy
(Contractor)

Contract No. 2859 Est.No. 18-final

Warrant No. 365926 Date Jan. 11, 1950

$ 1,331.88
The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until Authority to release is received.

Accepted No

Time Extensions ok - with penalty to 6-1-49

Claims ok - None outstanding

Remarks: contractor to be charged with Engineering costs subsequent to 8-31-47 as penalty for overrunning time limit

Date: 1-16-50

Release of the above warrant is hereby authorized.

POSTED ON CARD
1-17-50

Warrant mailed, (date) 1-17-50

RECEIVED
JUN 6 1949
FOR FILING

12-8304

2859

June 3,1949

The Aetna Casualty & Surety Co.
Portland Service Department
Yeon Building
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2859. covering the John Day Rock Production Project on four highways in Grant County, has been completed by the contractor, Struss and McCoy, and that final payment in the amount of $1,331.88 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $41,438.05, and that no force account work was performed on the project. This contract was completed April 27, 1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

P. S.
Will you please advise as to whether or not your office and the Portland Service Department, referred to in The Aetna Casualty and Surety Company's letter to us under date of May 24, is one and the same. Thank you.

RECEIVED
MAY 19 1949
FOR FILING
12-8304
2859

RECEIVED
MAY 19 1949
FOR F

May 19, 1949

The Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

This is to advise you of the intention of the State Highway Commission's intention to make semi-final payment to Struss and McCoy, on contract No. 2859, covering the John Day Rock Production Project on the John Day, Beech Creek, Pendleton-John Day and John Day-Burns Highways in Grant County. This payment, in the amount of $1,107.92, will be made on or after May 31, 1949. The retained percentage is $1,240.40.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Building
Portland 4, Oregon

NOTED ON CARD
[illegible]

Form E-1—5M—8-47

FINAL

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 29, 1949, 19

Section John Day

Kind of work Rock Production

Highway John Day

Section prefix 12-6304

Contractor Struss and Mc Coy

Contract number 2859

Date of Contract Nov. 26, 1946, 19

Date of completion June 31, 1947, 19

Date work started May 2, 1947, 19

Estimated date of completion April 27, 1949, 19

Amount of contract $41,990.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $41,990.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1475.00, 3.5 %

Date project was completed April 27, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All rock crushed , stockpiled and shaped on this contract.(and remeasured)

The contractor is now crushing 1500 c. y. from his same setup as per P. O. # 3167.

NOTED
H. G. SMITH

Signed Kevin Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			17,000		
Estimated quantities moved or placed to date			17,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders.........., Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	"		
Wednesday	"	Contract	completed.
Thursday			
Friday			
Saturday			

RECEIVED
MAY 1 - 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FEB 2 1949
FOR FILING

17-8364

2859

February 1, 1949

Struss and McCoy
Star Route
Redmond, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 182 days, from November 30, 1948 to June 1, 1949, within which to complete your contract No.2859 for the John Day Rock Production Project in Grant County.

The Highway Commission granted your request, however, all engineering costs after December 31, 1947 are to be assessed as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

N. G. Smith

NOTED ON CARD

2-1-49 gl

RECEIVED
JAN 18 1949
FOR FILING

13-8304

2857

January 27, 1949

Oregon State Highway Commission

Request for extension of time
No. 10
January 24 and 25 meeting

Gentlemen:

Herewith a request from Strase and McCoy, for an extension of time on Contract No. 2859, John Day Rock Production Project, from November 30, 1948 to June 1, 1949.

On November 3, 1948 you granted an extension of time to this contractor, with engineering costs to be assessed after December 31, 1947.

I would recommend that this extension be granted with continuation of the engineering charges.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
DEC 1 1948
FOR FILING

12-8304

2859

November 30, 1948

Struss and McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 60 days, from September 30 to November 30, 1948, within which to complete your contract No. 2859, covering the John Day Rock Production Project on the John Day, Beech Creek, Pendleton-John Day and John Day-Burns Highways in Grant County.

The Highway Commission granted the extension of time as requested by you, however, all engineering costs subsequent to December 31, 1947 are to be assessed as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
11-30-48

RECEIVED
FOR FILING
12-83-64
2837

October 15, 1948

Oregon State Highway Commission

Request for extension of time
No. 9
November 3 and 4 meeting

Gentlemen:

Herewith a request from Struss and McCoy for an extension of time on the John Day Rock Production Project on the John Day Highway, Contract No. 2899, from September 30, 1948, to November 30, 1948.

On May 25, 1948, the Commission granted an extension of time to these contractors on this project to September 30, 1948, with the proviso that all engineering costs were to be assessed after December 31, 1947 as penalty. I would recommend that this extension be granted with the same stipulation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
H. G. Smith

Files

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

RECEIVED
JUN 18 1948
FOR FILING

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

12-8304

Salem, Oregon
June 17, 1948
2:35 p.m.

Mr. J. A. Struss
Struss & McCoy
Mt. Vernon, Oregon

#2859

Auditing Department advises check for Estimate ten, Mt. Vernon job, mailed you at John Day May 26.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Charge

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

HEAVY HAULING

Y ARE SUBJECT TO THE FOLLOWING TERMS:

peated, that is, telegraphed back to the originating office for comparison. For this, one-half the
. this is an unrepeated message and paid for as such, in consideration whereof it is agreed between

delivery, or for non-delivery, of any message received for transmission at the unrepeated-message
on or delivery, or for non-delivery, of any message received for transmission at the repeated-
case for delays arising from unavoidable interruption in the working of its lines.
ays in the transmission or delivery, or for the non-delivery, of any message, whether caused by
the sum of five thousand dollars, at which amount the sender of each message represents that
e time the message is tendered for transmission, and unless the repeated-message rate is paid or
t by which such valuation shall exceed five thousand dollars.
ward this message over the lines of any other company when necessary to reach its destination.
n the filed tariffs of the Company, the amount paid for the transmission of a domestic telegram
or towns of 5,000 or more inhabitants where the Company has an office which, as shown by the
in two miles of any open main or branch office of the Company; in cities or towns of 5,000 or
is performed through the agency of a railroad company, within one mile of the telegraph office;
within one-half mile of the telegraph office. Beyond the limits above specified the Company
f the sender, with the understanding that the sender authorizes the collection of any additional
the addressee. There will be no additional charge for deliveries made by telephone within
re accepted at one of its transmitting offices; and if a message is sent to such office by one of
message except an intrastate message in Texas where the claim is not presented in writing
and in the case of an intrastate message in Texas the Company will not be liable for damages
ive days after the cause of action, if any, shall have accrued; provided, however, that neither
on 415 of the Communications Act of 1934.
ge or messages the prompt and correct transmission and delivery thereof shall be presumed.
enumerated below, shall apply to messages in each of such respective classes in addition

SERVICE

CABLE SERVICES

ULL RATE CABLES

The standard fast service at full rates.

Memo

Struss + McCoy

check for 10th est. found [illegible] $1100 +

Mt. Vernon job

check sent to John McCay

telegram to Mt Vernon

dated May 25
mailed 26th to J. McCay
not registered

Compliments of

KENNETH POORMAN CO.

1835 S. E. GRAND AVENUE
PORTLAND 14, OREGON

EAst 8159 EMpire 8360

HEAVY HAULING

RECEIVED
JUN 8 1948
FOR FILING
12-8[illegible]4

June 7, 1948

Struss and McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 122 days, from June 1 to September 30, 1948, within which to complete your contract No. 2859, covering the John Day Rock Production Project on the John Day, Beech Creek, [redacted] Day and John Day-Burns Highways, in Grant County.

The State Highway Commission granted your request, however, all engineering costs are to be assessed after December 31, 1947 as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

el

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
6-7-48

RECEIVED
MAY 10 1948
FOR FILING

12 - 8304

May 7, 1948

Request for Extension of Time
No. 4
May 24 and 25 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto a request of Strume and McCoy for an extension of time on Contract No. 2039, John Day Rock Production Project, from May 31, 1948, to September 30, 1948. This contractor was previously granted an extension from July 31, 1947, to May 31, 1948, with engineering penalty to be charged after December 31, 1947.

This contractor has not shown evidence of being able to conduct a project of this type in a workmanly and satisfactory manner. His failure to complete the project within the first extension of time granted will increase the cost to the State by reason of engineering expense.

I, therefore, recommend that this extension be granted with engineering costs to be assessed after December 31, 1947.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
FEB 20 1948
FOR FILING

12-8304

#2551

February 18, 1948

Struss and McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission at its meeting on February 3, 1948 had under discussion your request for an extension of time of 152 days, from December 31, 1947 to June 1, 1948, for the John Day Rock Production Project on the John Day, Beech Creek, Pendleton-John Day and John Day-Burns Highways, in Grant County.

Your request was granted by the Commission but engineering costs are to be assessed from December 31, 1947 until completion of the contract. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Paul Van Scoy,
Division Engineer

H. G. Smith

NOTED ON CARD
2-18-48

RECEIVED
FEB 5 1948
FOR FILING

12-8204

Salem, Oregon
February 4, 1948

Mr. Malcolm H. Hawke

Attached is an executed assignment of claim given by J. A. Struss, of Struss & McCoy, contractors, to J. R. Taggart & Company, Inc. covering the amount due Struss & McCoy under Estimate No. 4, Contract No. 2859, for furnishing crushed materials in stockpiles for the John Day Rock Production Project on the John Day-Beech Creek, Pendleton-John Day, and John Day-Burns Highways, in Grant County, totaling $4,312.62.

I also attach a copy of a letter from The Aetna Casualty and Surety Company, surety on the bond furnished by Struss & McCoy in connection with this job, consenting to the assignment. I also attach a copy of a letter received from Steve Anderson of the law firm of Skopil, Lamkin, Anderson & Skopil releasing the garnishment in the case of J. R. Taggart & Company, Inc. versus J. A. Struss.

I have consulted with the Legal Department (Mr. Rohde) with respect to this matter and am advised that from the legal standpoint it is satisfactory to release the warrant covering this payment immediately pursuant to the provisions of the assignment.

Will you, therefore, please place this voucher in line for immediate payment. The voucher and warrant should be made out in favor of the original contractor, assigned to J. R. Taggart & Company, Inc. The warrant should be mailed to Steve Anderson, who is attorney for J. R. Taggart & Company, Inc.

Secretary

HBG:co
Attchs.

cc - Mr. Steve Anderson
Attorney at Law
211-215 Oregon Building
Salem, Oregon

Mr. Floyd Query

The original assignment, consent of surety, and letter from Steve Anderson are being filed in Contract No. 2859.
also "[illegible]"

February 4 1948

Mr. Steve Anderson
Skopil, Lamkin, Anderson & Skopil
Attorneys at Law
211-215 Oregon Building
Salem, Oregon

Dear Mr. Anderson:

This acknowledges the carbon copy of your letter of January 20, 1948, directed to the Sheriff of Marion County releasing the garnishment in the case of J. R. Taggart & Company, Inc. versus J. A. Struss and your footnote directed to me consenting to the release of the warrant due Struss & McCoy under Estimate No. 4, State Highway Contract No. 2859, pursuant to the provisions of the assignment given by Struss & McCoy to J. R. Taggart & Company, Inc.

The Auditor is being instructed today to release this warrant, pursuant to the provisions of the assignment, as soon as it is received from the Secretary of State, which we anticipate will be within the next day or two. He is also being instructed to mail the warrant directly to you for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:oo

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 29, 1947

11/13/47 est # 4 - $4312.62
Carl Smith is holding this voucher pending settlement
12-31-47

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Attention: Floyd A. Query

Dear Sir:

The State Highway Commission has been served with a writ of attachment and notice of garnishment in the case of J. R. Taggart & Company, Plaintiff, Vs. J. A. Struss, Defendant, commanding it to hold such money due J. A. Struss arising under his contract with the Commission (Contract No. 2859) as may be necessary to satisfy the claim of the Plaintiff amounting to $4428.00.

Pursuant thereto you are holding a warrant in the sum of $4312.62, being the amount due J. A. Struss for work completed under Estimate No. 4. Mr. Struss has executed an assignment of the amount due on Estimate No. 4 to the Plaintiff in the above-entitled action, and at present the consent of his surety is being awaited before paying over the money assigned. Pursuant to a verbal understanding with one of the attorneys for the Plaintiff, the attachment is to be released upon payment of this amount.

You are now holding a warrant in payment of the amount due under Estimate No. 5. It is understood from Mr. Probert that the contractor desires to have this money to pay his laborers in order that the construction contract can be continued.

There being no other liens, attachments, or assignments within our knowledge for which this money should be held, there is no reason for withholding payment under Estimate No. 5, retaining, however, the warrant due under Estimate No. 4.

Very truly yours,

J. M. DEVERS

By G. E. Rohde
G. E. ROHDE
Assistant Attorney

NOTED ON CARD
12-29-47 gl

est. # 5
warrant
$4290.39
mailed to Struss
12-29-47
at John Day
on Probert's request.

GER:NH

cc - Accounting Department and Office Engineer
Att: Miss Wicklander
Att: D. B. Parks

Truax & McCoy

1947

Grant Co.

[illegible] Co. rock in S.P.
on John Day, Creek Co., Pendleton – John Day & John Day–Burns Hwy.
amount of contract $11,990
Surety: Of the Aetna Cas. & Surety Co.
Time Extended from 7-31 to 12-31-47

Ck no			Check to contractor	Total	Retained	To Contractor
13032	est. # 1	(to Aug 10, 1947)	9-4	1978.50	197.85	1780.65 –
13281	# 1A	(" " 13, 1947)	9-9	2299.60	229.96	2069.64 –
14882	# 2	(" Sept 10, 1947)	10-15	2218.83	221.88	1996.95 –
15828	# 3	(" Oct. 5, 1947)	11-6	3238.17	323.82	2914.35 –
*	# 4	(" Nov. 5, 1947)		4791.80	479.18	4312.62
				14,526.90	1452.69	13,074.21

Work started May 2, 1947

* being mailed again to contractor – original was lost.

Surety notified
Surety agent "
Contractor notified

1452.69
4312.62
5765.31
✓

RECEIVED
JAN 30 1948
FOR FILING

12-8304

January 29, 1948

Oregon State Highway Commission

Gentlemen:

Struss and McCoy have requested an extension of time from December 31, 1947 to June 1, 1948, on contract No. 2859, John Day Rock Production project.

This contract was awarded November 26, 1946 but the contractor did not start setting up his crushing plant until May 2, 1947. He completed the erection of his plant on July 15, 1947, but has run the plant only periodically since then and his output of crushed materials has been very disappointing. He has had one extension of time, that being from July 31, 1947 to December 31, 1947. It is believed that the contractor has not prosecuted his work with due diligence and that his failure to complete within the first extension of time is solely his own fault.

I recommend that the extension of time be granted to June 1, 1948, but that the contractor be assessed the engineering costs for the period from December 31, 1947 until he completes his contract.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

1

RECEIVED
FOR FILING
12-3324

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

FIDELITY AND SURETY CLAIM
DEPARTMENT

December 11, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: H.B. Glaisyer, Secretary

NOTED
H. B. GLAISYER

SUBJECT: 42 S 9078 - Struss and McCoy - State of Oregon - Contract No. 2859 Stock Piling Crushed Material on the John Day Rock Production Project in Grant County

Dear Sir:

We are in receipt of your letter of December 3rd reporting the filing of Notice of Garnishment by J.R. Taggart and Company, Inc. against Struss and McCoy for materials furnished in connection with captioned contract for which there is claimed to be due $4,428.

It being indicated on your letter that carbon copy was sent to our Portland Office, the matter will be investigated by a representative of that Office and the matter receive such attention as is necessary.

We thank you for your cooperation.

Yours very truly,

Chas H. Olano
Chief Adjuster

C.H.Olano
ESM

RECEIVED
DEC 1[illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

12-8304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 8, 1947

SUBJECT:

NOTED
H. B. GLAISYER

To:

J. A. Struss
John Day, Oregon

Dear Sir:

At your request I submitted to you for signature a rewritten estimate voucher for $4,312.62 covering estimate 4 on contract No. 2859 and with the voucher I submitted my letter of December 2 requesting you to advise this office as to whether or not you wished future vouchers and warrants mailed direct to John Day or to Redmond, which is the present address we have on file. I am today in receipt of the signed voucher, but I find no indication of a reply clearing up the matter of a permanent address. Your prompt advise on this matter will be appreciated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

BY Carl F Smith
Carl F. Smith
Accounting Division

CFS:jlm

cc: H. B. Glaisyer ✓

REFERRED TO
BY SECRETARY

NOTED
F. QUER

RECEIVED
DEC 8 1947
FOR FILING

12 - 8304

Salem, Oregon
December 3, 1947

Mr. Malqolm N. Hawke

This will confirm our telephone conversation of yesterday in which we requested that all further payments to Struss and McCoy on contract 2859 be held up until we have notice that a Garnishment filed by J. R. Taggart and Co., Inc. has been cleared up.

Notice of this Garnishment was made to us on December 2, and the legal details incident thereto are being handled by the Legal Department.

Secretary

FAQ:dr

NOTED ON CARD

12-3-47

record on card

December 3, 1947

Aetna Casualty and Surety Company
Hartford 15
Connecticut

Gentlemen:

This is to advise you that as of December 2, 1947, there was filed in this office a Notice of Garnishment by J. R. Taggart and Co., Inc. against Struss and McCoy under their contract No. 2859 for placing crushed material in stock piles on the John Day Rock Production Project in Grant County. The Garnishment is dated November 28, 1947, and is made out in the amount of $4,428.00.

This information is furnished to you as you appear as surety for Struss and McCoy in connection with this job.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Bates Lively and Pearson
Yeon Building
Portland 4, Oregon

Struss and McCoy
Star Route
Redmond, Oregon

NOTED ON CARD
12-3-47

RECEIVED
SEP 12 1947
FOR FILING

12-8304

September 11, 1947

Struss and McCoy
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 26, 1947, had under discussion your request for an extension of time of 177 days, from July 31 to December 31, 1947, within which to complete your contract No. 2859 covering the John Day Rock Production Project in Grant County.

I am pleased to inform you that the Commission granted you the extension of time requested subject, however, to the condition that you are to be charged for the engineering expense incurred by the state in connection with your job subsequent to July 31, 1947, which is the date specified in your contract.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:gl

cc: Paul VanCoy,
Division Engineer

NOTED ON CARD

9-11-47.

RECEIVED
JAN 3 1947
FOR FILING

12-8304

January 2, 1947

Struss and McCoy
Redmond
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2859 which was awarded to you on November 26, 1946 by the State Highway Commission, covering the John Day Rock Rock Production Project on the John Day, Beech Creek, Pendleton-John Day and John Day-Burns Highways, in Grant County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Recorded

RECEIVED
NOV 27 1946
FOR FILING

November 27, 1946

Struss & McCoy
Star Route
Redmond, Oregon

Gentlemen:

The State Highway Commission on November 26 awarded you the contract for the John Day Rock Production Project on four state highways in Grant County. This award was based on your low bid of $41,990.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

15-8304 Siskiyou Jct.-Long Prairie Cr.Rock
Prod., Green Springs Hwy. 1947

#2860

RECEIVED
R. H. Baldock
FOR FILING

15 - 8204

Contract #0260

May 3rd, 1948

Siskiyou Junction-Long Prairie Creek
Rock Production
M. C. Lininger & Sons, Contractors
W. B. Merrill, Resident Engineer

Prefix 15-8304

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	5,341.5	Cu. Yd.	$2.25	$2.15	$11,484.23	$12,018.38
½"-¼" " " " "	5,523.8	" "	2.25	2.15	11,876.17	12,428.55
¼"-0" " " " "	2,019.2	" "	2.25	2.15	4,341.28	4,543.20
Hauling Cr. Rock " "	89,184.5	Yd. Mi.	0.16	0.122	10,880.51	14,269.52
¼"-0" Screen Rejects in Stockpile	1,976.9	Cu. Yd.	0.25	0.25	494.23	494.23
Hauling Screen Rejects in Stockpile	10,234.7	Yd. Mi.	0.16	0.16	1,637.55	1,637.55
Crushing & Hauling 3/4"-0" Rock to Denton at Ashland	297	Cu. Yd.	3.55	2.95	877.17	1,054.35
					$41,591.14	$46,445.78

Gross Revenue	$46,445.78
Total Cost	41,591.14
Net Profit	$4,854.64

Net Profit Equals 10.4% of Gross Revenue

NOTED
State Highway Engineer

[illegible]
Contract /[illegible]

Detail of Cost

Labor:

Supervision	$1,450.00	
Labor	13,[illegible].[illegible]	
State Industrial Accident Insurance	[illegible]	
Social Security	127.73	
Unemployment Insurance	2[illegible].86	
		$15,[illegible]2.50

Equipment Rentals & Misc. Supplies:

Explosives	$1,3[illegible].28	
Drill Steel & Bits	7[illegible].26	
Bond and P.L.P.D. Insurance	563.15	
Misc. Supplies & Repairs	3,350.00	
Move In & Freight	1,742.39	
Gas, Oil & Grease	4,[illegible].34	
Home Office & Overhead	1,500.00	
Equipment Rental "Hired"	[illegible]	
Equipment Rental "Owned"	5,250.00	
		25,98[illegible].64
		$41,[illegible]91.14

Breakdown of Crushing Costs

Move In & Set Up	13,181.5	Cu.	Yd.	$2,504.48	$0.19
Drill & Shoot	"	"	"	7,118.01	0.54
Load in Quarry	"	"	"	2,412.21	0.183
Cleanup of Quarry	"	"	"	1,911.32	0.145
Haul to Crusher	"	"	"	3,888.54	0.295
Crushing	"	"	"	10,505.66	0.797
				$27,340.22	$2.15

Siskiyou Jct.-Long Prairie Creek
Rock Production
Contract #2860

Remarks:

This was a State Project for crushing 13,181.5 cu. yd. of rock and placing in stockpiles. It was bid and awarded November 26th, 1946. Work started July 22nd, 1947, and the job was completed November 19th, 1947.

The contractor moved his portable crushing plant to the specified site at M.P. 13.24 of the Green Springs Highway on July 22nd, and started crushing rock August 4th. Total time for setting up plant was 9 days. A 3/4 cu. yd. shovel and D-7 cat and dozer were used at the plant setup. Crushing was completed October 31st, 1947. Total time worked on crushing was 53 days, or 424 hours.

The average production for actual working time was 31 cu. yd. per hour. The average production for total elapsed time was 26 cu. yd. per hour.

Rock had to be hauled 0.8 of a mile from quarry to crusher as there was no place suitable or large enough nearer to the quarry.

There was a considerable amount of extra drilling as only light shots could be made due to blocking the highway and also losing a great amount of rock over a steep bank.

The contractor used more explosives than he had anticipated due to the small shots. Also drill steel and bits cost more.

A 3/4 cu. yd. shovel loaded the rock into three 4 cu. yd. trucks which hauled the rock to crusher. A D-7 cat and dozer were also used to help keep the highway clear and when not used there were used at the stockpile sites. Five 5 cu. yd. trucks hauled the crushed material to the stockpiles.

The contractor made a fair profit on this project due to the good management and well maintained equipment. A larger profit could have been made had they been able to make larger shots at the quarry. There were a few short delays due to waiting for the drilling crew to complete its drilling and shooting.

[illegible]
[illegible]

By [illegible]

RECEIVED
MAY 3 1948
FOR FILING

15-8304

May 3, 1948

Bates, Lively & Pearson, General Agents
301 Yeon Building
Portland 7, Oregon

Attention: Mr. K. V. Lively

Gentlemen:

RE: Bond 42 S 9119, Contract No. 2860
M. C. Lininger & Sons

In reply to your letter of April 30, regarding the above subject we wish to advise that this contract was accepted by the Commission on April 19, and the final payment in the amount of $1,361.74 was mailed to the contractor on April 28, 1948. Total amount of the contract was $45,391.43.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
ATWATER 7381

PORTLAND 7, ORE.

April 30, 1948

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

RE: Bond 42 S 9119 - Contract No. 2860
M. C. Lininger & Sons

Referring to your letter of March 23, copy to this office. Please advise if the contract has been accepted by the Commission, and if final payment has been made, and if so, the amount thereof.

Thanking you, we are,

Very truly yours,

BATES, LIVELY & PEARSON

By K. V. Lively
a

pa

REFERRED TO
Glaisyer
BY SECRETARY

RECEIVED
MAY 3 1948
OREGON
STATE HIGHWAY COMMISSION

V

Files

RECEIVED
APR 29 1948
FOR FILING

15-8304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 27, 1948

SUBJECT: Request for release of warrants on final estimates.

To:

Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	3828	2860	6-final	M. C. Lininger & Sons	#326198	$1,361.74	[illegible]
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job was accepted on April 19, last commission meeting and your notice is on file with us.

aaw

NOTED ON CARD
4-28-48

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved HBGlaisyer
Secretary

RECEIVED
MAR 31 1948
FOR FILING

15-8304

March 30, 1948

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 12, 1948, had under discussion your request for an extension of time of 80 days, from September 1 to November 19, 1947, within which to complete your contract No. 2860 for the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

M. O. Smith

NOTED ON CARD

3-30-48 gl

RECEIVED
MAR 24 1948
FOR FILING

15-8304

March 23,1948

The Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No. 2860, for work on the Siskiyou Junction- Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties, has been completed by the contractor, M. C. Lininger & Sons, and that final payment in the amount of $1,361.74 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $45,391.43 and that no force account work was performed therein. This contract was completed on November 19, 1947 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates,Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
3-23-48

RECEIVED
FEB 17 1948
FOR FILING

15-8304

February 13, 1948

Request for Extension of Time
No. 5
March 15 and 16 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto request of R. C. Lininger & Sons for an extension of time from August 31, 1947 to November 19, 1947, on their contract No. [illegible], Siskiyou Junction-Long Prairie Section rock production project.

Mr. Lininger was engaged in crushing rock for the U. S. Forest Service when the State's job was awarded to him. Unexpected overruns of the Forest Service project prevented him from moving into our job as soon as was anticipated, but after he had reported he completed the work very quickly and the engineering costs to the State were not increased.

I recommend that the extension of time, as requested, be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams
H. G. Smith

RECEIVED
JAN 12 1
FOR FILING

15-8304

December 30, 1947

The Aetna Casualty & Surety Co.
Hartford 15, Conn.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to make semi-final payment to M. C. Lininger & Sons, on contract No. 2860, covering the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties. This payment, in the amount of $2922.44, will be made on or after January 9, 1948. The retained percentage is $1,361.74.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED
H. B. GLAISYER

cc: Bates, Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
12-30-47 gl

Form E-1-[illegible]-4-47

15-8304

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 22, 1947

Section Siskiyou Jct.-Long Prairie Cr.

Kind of work Furnishing Cr. Rock in Stockpile

Highway Green Springs

Section prefix 15-8304

Contractor M. C. Lininger and Sons

Contract number 2860

Date of contract Nov. 26, 1946

Date of completion Aug. 31, 1947

Date work started July 22, 1947

Estimated date of completion 19

Amount of contract $ 42,815.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 45,177.60

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 2005, 4.7 %

Date project was completed Nov. 19, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed on Wednesday, November 19th.

NOTED
RAY WEBSTER

NOTED
H. G. SMITH

Signed W B Merrill Res. Engr.

Address P. O. Box 1122 Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
[illegible]			27.31		
[illegible]					
[illegible]			27.31		
[illegible] estimated quantities			14,700		
Estimated quantities moved or placed to date			14,700		
Average daily quantities 3 days			233		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Trucks 4, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 22
FOR FILING

15-8324-

January 21, 1947

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2860 which was awarded to you on November 26, 1946 by the State Highway Commission, covering crushed rock in stockpiles on the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway, in Jackson and Klamath Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
NOV 27 1946
FOR FILING

15-8304

Jm

November 27, 1946

M. C. Lininger & Sons
Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on November 26 awarded you the contract for the Siskiyou Junction-Long Prairie Creek Rock Production Project on the Green Springs Highway in Jackson and Klamath Counties. This award was based on your low bid of $42,815.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

S-259(4) Cove-Union Sec., Cove Secon. 1947
Hwy.
#2861

RECEIVED
APR 8 1949
FOR FILING
S-259(4)
2861

File

April 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated April 4, 1949, regarding the relaying of 161' of 3/4" water line under Order for Extra Work No. 2, Contract No. 2861, Oregon Project S-259 (4).

We have been advised from the field that these pipes were in cuts and would have had to be moved in any case.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DSP:ew

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In their review of the final voucher for Oregon Project No. S-259(4), Cove - Union Section of the Cove Secondary Highway, our Washington Office calls attention to the last paragraph, Section 6-19 of the specifications in connection with the eligibility of the claim made for relaying 161 feet of 3/4" water line under Extra Work Order No. 2, Contract No. 2861.

The statements made in Mr. Probert's letter of August 5, 1947 requesting approval of the work order have been noted but do not contain sufficient information to remove all question regarding the eligibility of this work.

It occurs to us that although the pipe was deeply buried and its location unknown, its location may have been such that in any event it would have been necessary to move it to provide permanent service equal to that available prior to construction, whereas the contractor's obligation under the specification cited seems to extend only to the repair of damage and maintenance of service during construction. However, as this is not known to be the case, will you please advise us as to the actual circumstances regarding this claim which will establish its eligibility.

The cost of the pipe itself is ineligible as its replacement appears to have been necessitated by damage when it was torn out by the contractor.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

S-259(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of Modification of Agreement for Oregon Project S-259(4), Cove-Union Section of the Cove Highway in Union County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal Aid Secondary Project No. S-259(4) WASpr 7275

MODIFICATION OF AGREEMENT

WHEREAS, by that certain project agreement made on June 17, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-259(4); and

WHEREAS, the said Highway Department has requested the approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $123,120.00 to $131,580 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty-one thousand, five hundred eighty and 00/100 dollars ($131,580.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty-one thousand, five hundred eighty and 00/100 dollars ($131,580.00), which does not exceed the authorized Federal pro rata share of two hundred fifteen thousand, seven hundred twelve and 20/100 dollars ($215,712.20), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By Ben R. Chandler
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

____
STATE HIGHWAY ENGINEER

Attest
____
SECRETARY

COMMISSIONER OF PUBLIC ROADS

By ______________________
Division Engineer
U. S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. S-259(4).

RECEIVED
FEB 25 1949
FOR FILING

S-259 (4)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Cove-Union Section, Project No. S-259 (4).

In the Secondary Federal-aid Program approved August 13, 1948, the setup of funds are, total cost, $215,712.20, Federal funds, $125,120.00, and it is our request the setup of Federal funds in the program be increased to $131,580.00, which amount conforms with that requested in the final voucher recently submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-259 (4)

COVE-UNION SECTION

OF THE COVE HIGHWAY IN UNION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 24, 1949

CONSTRUCTION

Type Code 3210
Roadway (Sta. 764+41.4 to 1152+43.0)(Outside City)

All Required		Clearing and Grubbing (95%)		$ 4,750.00
210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	630.00
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00
58,400	cu. yds.	General Excavation, Unclassified	0.70	40,880.00
14,500	cu. yds.	Special Borrow	0.30	4,350.00
60,000	yd. stas.	Short Overhaul	0.02	1,200.00
1,600	C-yd. stas.	Long Overhaul	0.50	800.00
21,500	yd. mile	Truck Haul on Special Borrow	0.20	4,300.00
9,500	lin. ft.	Rounding Cutbanks	0.20	1,900.00
7.35	miles	Finishing Roadbed and Slopes	500.00	3,675.00
10	lin. ft.	18" Corr. Metal Pipe	5.00	50.00
370	lin. ft.	12" Concrete Pipe	2.50	925.00
580	lin. ft.	18" Concrete Pipe	4.00	2,320.00
170	lin. ft.	24" Concrete Pipe	5.50	935.00
50	lin. ft.	30" Concrete Pipe	7.50	375.00
440	lin. ft.	Salvaging Culvert Pipe	2.00	880.00
1	only	Concrete Diversion Box	300.00	300.00
37,700	cu. yds.	Selected Roadbed Topping	0.75	28,275.00
68,800	yd. mile	Hauling Roadbed Topping	0.15	10,320.00
9,240	cu. yds.	1¼" - 0" Rock in Base	2.40	22,176.00
7,070	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	16,968.00
940	M-gals.	Sprinkling	2.00	1,880.00
7.35	miles	Preparation of Base	200.00	1,470.00
840	cu. yds.	3/4" - 0" Rock in Binder Course	4.15	3,486.00
2,920	cu. yds.	Furnishing and Placing Aggregates	4.15	12,118.00
132	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	4,224.00
160	tons	Furnishing and Placing 151-200 Asphalt	34.50	5,520.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	2,880.00
			Subtotal	$178,097.00
			10% Engr. & Cont.	17,809.70
			Total	$195,906.70

Length 7.345 miles
Cost per mile $26,672.11

Type Code 3210
Roadway (Sta. 1152+43 to 1176+00)(Inside Union)

All Required	Clearing and Grubbing (5%)		$	250.00
40 cu. yds.	Structural Excavation, Unclassified	$ 3.00		120.00
600 cu. yds.	General Excavation, Unclassified	0.70		420.00
2,500 cu. yds.	Special Borrow	0.30		750.00
4,500 yd. mile	Truck Haul on Special Borrow	0.20		900.00
0.45 mile	Finishing Roadbed and Slopes	500.00		225.00
80 lin. ft.	12" Concrete Pipe	2.50		200.00
80 lin. ft.	Salvaging Culvert Pipe	2.00		160.00
2,300 cu. yds.	Selected Roadbed Topping	0.75		1,725.00
4,200 yd. mile	Hauling Roadbed Topping	0.15		630.00
560 cu. yds.	1½" - 0" Rock in Base	2.40		1,344.00
430 cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40		1,032.00
60 M-gals.	Sprinkling	2.00		120.00
0.45 mile	Preparation of Base	200.00		90.00
60 cu. yds.	3/4" - 0" Rock in Binder Course	4.15		249.00
180 cu. yds.	Furnishing and Placing Aggregates	4.15		747.00
8 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00		256.00
10 tons	Furnishing and Placing 151-200 Asphalt	34.50		345.00
6 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00		192.00
	Subtotal		$	9,755.00
	10% Engr. & Cont.			975.50
	Total		$	10,730.50

Length 0.446 mile
Cost per mile $24,059.41

Type Code X020
Structure (Sta. 866+79.4 to 867+00)(Outside City)

80 cu. yds.	Structural Excavation, Unclassified	$ 3.00	$	240.00
96 cu. yds.	Class "A" Concrete	60.00		5,760.00
15,000 lbs.	Metal Reinforcement	0.15		2,250.00
	Subtotal		$	8,250.00
	10% Engr. & Cont.			825.00
	Total		$	9,075.00

Length .004 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway:			
Outside City	$195,906.70	$119,499.00	$76,407.70
Inside Union	10,730.50	6,545.00	4,185.50
Structure	9,075.00	5,536.00	3,539.00
	$215,712.20	$131,580.00	$84,132.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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S-259(4)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Cove-Union Section, Project No. S-259 (4).

In the Secondary Federal-aid Program approved August 13, 1948, the setup of funds are, total cost, $215,712.20, Federal funds, $125,120.00, and it is our request the setup of Federal funds in the program be increased to $131,580.00, which amount conforms with that requested in the final voucher recently submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

Encl.

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Cove-Union Section
~~Contract #~~

S-339 (4)

December 15th, 1947

FINAL COST ANALYSIS
Grade, Surface & Oil
E. C. Hall Co., Contractors
[illegible], Resident Engineer

Cove Secondary Highway
Profile [illegible](46)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$ 758.80	$5,000.00
Str. Excavation	533.9	Cu. Yd.	$1.52	$3.00	809.84	1,601.70
Trench Excavation	334	" "	1.52	3.00	505.68	1,002.00
General Excavation	52,376.8	" "	0.845	0.70	44,279.51	36,663.76
Special Borrow	11,406.3	" "	0.34	0.30	3,868.85	3,421.89
Short Overhaul	57,015.9	Yd. Sta.	0.024	0.02	1,377.03	1,140.32
Long Overhaul	667.5	C-Yd. Sta.	0.60	0.50	400.03	333.75
Truck Haul on Special Borrow	17,518.3	Yd. Mi.	0.226	0.20	3,961.29	3,503.66
Rounding Cutbanks	5,550	Lin. Ft.	0.17	0.20	951.08	1,110.00
Finishing R/W & Slopes	7.8	Mile	428.42	500.00	3,341.69	3,900.00
12" Corr. Metal Pipe	42	Lin. Ft.	3.90	5.00	163.75	210.00
12" Concrete Pipe	819	" "	1.87	2.50	1,535.45	2,047.50
18" " "	1,527	" "	3.33	4.00	5,079.76	6,108.00
24" " "	228	" "	4.75	5.50	1,083.29	1,254.00
30" " "	56	" "	7.63	7.50	427.50	420.00
Concrete Diversion Box	1	Each	253.80	300.00	253.80	300.00
Class "A" Concrete	91.76	Cu. Yd.	50.76	60.00	4,657.74	5,505.60
Metal Reinforcement	14,360	Lb.	0.127	0.15	1,822.28	2,154.00
Selected R/W Topping	45,484	Cu. Yd.	0.42	0.75	19,067.88	34,113.00
Hauling R/W Topping	84,232	Yd. Mi.	0.165	0.15	13,898.28	12,634.80
1½"-0 Rock in Base and Shoulders	10,345	Cu. Yd.	2.66	2.40	27,541.74	24,828.00
3/4"-0 Rock in Base and Shoulders	7,561	" "	2.66	2.40	20,129.63	18,146.40

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Sprinkling	1,216.35	M/Gal.	$0.80	$2.00	$976.76	$2,432.70
*Preparation of Base	7.8	Mile	200.00	200.00	1,560.00	1,560.00
*3/4"-0 Rock in Binder Course	1,060	Cu. Yd.	4.02	4.15	4,259.50	4,399.00
*Furnish & Place Aggregates	2,848.5	Cu. Yd.	4.02	4.15	11,446.46	11,821.28
*Furnish & Place RC-3 Asphalt in Binder	155.26	Ton	32.00	32.00	4,968.32	4,968.32
*Furnish & Place 151-200 Asphalt	170.93	"	34.50	34.50	5,897.09	5,897.09
*Furnish & Place RC-3 Asphalt in Seal Coat	101.98	"	32.00	32.00	3,263.36	3,263.36
3/4"-½" Cr. Rock in S.P.	899.4	Cu. Yd.	2.32	2.40	2,085.19	2,158.56
½"-¼" Cr. Rock in S.P.	1,047.2	" "	2.32	2.40	2,427.85	2,513.28
¼"-0 Cr. Rock in S.P.	467.2	" "	2.32	2.40	1,083.17	1,121.28
PA #1, Special Borrow	8,520.5	" "	0.34	0.30	2,890.01	2,556.15
PA #1, Truck Haul on Special Borrow	8,782.5	Yd. Mi.	0.226	0.20	1,985.93	1,756.50
PA #2, Purchase Excess Reinf. Steel	151	Lb.	0.574	0.574	8.67	8.67
PA #3, Purchase Excess 1½"-0 Cr. Gravel in S.P.	600.8	Cu. Yd.	1.99	1.80	1,196.97	1,081.44
PA #3, Purch. Excess 3/4"-0 Cr. Gravel in S.P.	424.3	" "	1.99	1.80	856.41	763.74
PA #4, Cement Adjustment, Favor of State	14.1	Sack		- 12.95		- 18.26
Force Account					928.80	1,007.46
					$201,745.59	$212,691.95

Gross Revenue	$212,691.95
Total Cost	201,745.59
Net Profit	$10,946.36

Net Profit Equals 5.1% of Gross Revenue

* Sub-contracted to J. C. Compton

Detail of Cost

Labor:			
Supervision			
Labor		$18,772.34	
State Industrial Accident Insurance		54,406.32	
Social Security & Unemployment Insurance		1,635.27	
		2,616.43	
			$77,430.36
Materials:			
Cement	151 Bbls. at $3.80	$573.80	
Reinforcing Steel	14,511 Lbs. " $0.058	850.06	
18" Corr. Metal Pipe	42 Lin. Ft. at $1.90	79.80	
18" " " " Bands	2 Each " 2.76	5.52	
12" Concrete Pipe	819 Lin. Ft. " 0.90	737.10	
18" " "	1,527 " " " 1.92	2,931.84	
24" " "	228 " " " 2.90	661.20	
30" " "	56 " " " 5.65	316.40	
			6,155.72
Equipment Rental & Miscellaneous:			
Equipment Rental			
Rented Equipment		$53,759.58	
Rented Trucks		7,267.16	
Gas, Oil & Grease		1,154.91	
Lumber		12,259.75	
Oxygen		1,269.82	
Explosives		636.35	
Move In Freight		321.00	
Freight		4,267.88	
Small Tools & Miscellaneous		1,307.84	
Field Office		4,376.34	
Expense Accounts		681.78	
Bond		597.76	
Home Office & General Overhead		1,595.18	
		5,464.00	
			95,809.35
J. C. Compton, Sub-contractor on Oiling			22,350.16
Total Cost			$201,745.59

FINAL COST ANALYSIS
[illegible] Union
J. C. Compton, Sub-contractor

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	7.3	Mile	$120.08	$[illegible]	$876.61	$1,560.00
Haul & Place 3/4"-0 Rock in Binder Course	1,060	Cu. Yd.	1.09	1.70	1,155.40	1,802.00
Haul & Place Aggregates	2,848.5	" "	1.09	1.70	[illegible],111.05	4,859.39
Furnish & Place RC-3 Asphalt in Binder	155.26	Ton	30.04	32.00	4,664.01	4,968.32
Furnish & Place 151-200 Asphalt	170.93	"	32.04	34.50	5,476.60	5,897.09
Furnish & Place RC-3 Asphalt in Seal Coat	101.98	"	30.04	32.00	3,063.48	3,263.36
					$18,347.15	$22,350.36

Gross Revenue $22,350.36

Total Cost 18,347.15

Net Profit $4,003.21

Net Profit Equals 17.9% of Gross Revenue

J. C. Compton, Sub-contractor

Detail of Cost

Labor:			
Supervision		$470.19	
Labor		3,526.53	
State Industrial Accident Insurance		152.67	
Social Security & Unemployment Insurance		208.81	
			$4,358.20
Materials:			
151-200 Asphalt	171.23 Tons @ $16.75	$2,868.08	
RC-3 Asphalt	257.24 " " 14.75	3,794.30	
Freight on Asphalt		3,443.91	
			10,106.29
Equipment Rental & Miscellaneous:			
Equipment Rental		$2,510.90	
Gas, Oil & Grease		636.44	
Stove Oil		201.41	
Brushes		29.11	
Expense Accounts		77.71	
Small Tools & Miscellaneous		79.59	
Home Office & General Overhead		347.50	
			3,882.66
Total Cost			$18,347.15

Breakdown of Oiling Costs

Total Amounts:

Preparation of Base	7.8 Miles
Load, Haul & Place Aggregates	3,908.5 Cu. Yd.
Furnish & Place RC-3 Asphalt	257.24 Ton
Furnish & Place 151-200 Asphalt	170.93 Ton

Preparation of Base:

Move
Preparation
Prorate

$86.40
640.79
149.42

$876.61 / 7.8 = $~~[illegible]1~~ 112.39 per Mile

Load, Haul & Place Aggregates:

Move
Flag
Haul & Place
Prorate

$277.40
85.27
3,121.45
778.80

$4,262.92 / 3,908.5 = $1.09 per Cu. Yd.

RC-3 Asphalt in Binder & Seal Coats:

Furnish RC-3 Asphalt:

257.24 Ton at $14.75 — $3,794.30
Freight on RC-3 Asphalt - 257.24 Ton at $8.05 — 2,072.07

$5,866.37 / 257.24 = $22.80 per Ton

Heat RC-3 Asphalt:

Move
Heat
Prorate

$27.84
609.58
151.05

$788.47 / 257.24 = $3.07 per Ton

Haul RC-3 Asphalt:

Move
Haul
Prorate

$45.30
442.51
110.50

$598.31 / 257.24 = $2.33 per Ton

Place RC-3 Asphalt:

Move	$12.30
Flag	51.16
Place	328.89
Prorate	81.68
	$474.03 / 257.24 = $1.84 per Ton

Total Cost of RC-3 Asphalt in Place . . . . $30.04 per Ton

151-200 Asphalt in Main Courses:

Furnish 151-200 Asphalt - 170.93 Ton at $16.75	2,863.08
Freight on 151-200 Asphalt - 170.93 Ton @ $8.05	1,376.84
	$4,239.92 / 170.93 = $24.80 per Ton

Heat 151-200 Asphalt:

Move	$18.56
Heat	406.38
Prorate	100.70
	$525.64 / 170.93 = $3.07 per Ton

Haul 151-200 Asphalt:

Move	$30.20
Haul	295.00
Prorate	73.66
	$398.86 / 170.93 = $2.33 per Ton

Place 151-200 Asphalt:

Move	$8.20
Flag	34.11
Place	219.26
Prorate	54.45
	$316.02 / 170.93 = $1.84 per Ton

Total Cost of 151-200 Asphalt in Place . . . . $32.04 per Ton

Remarks:

This project was a "Federal Aid Secondary Project" which was bid November 26th, 1946, and awarded to the contractor December 3rd, 1946. Construction was started January 8th, 1947, and completed July 7th, 1947. All work was performed by the contractor with the exception of the oiling operations which were sub-contracted to J. C. Compton.

Grading operations on this project were unduly high due in part to the class of materials encountered and partly to the season during which the grading was handled. About 10,000 cubic yards of the 52,000 cubic yards of excavation consisted of solid rock which necessitated drilling and shooting. Costs on this material, however, were not as high as on 5,000 cubic yards of muddy material handled between Stations 845 and 867. The major portion of this material was handled with a small dragline attachment fitted onto a D8 tractor as this was the only piece of equipment that could be moved over the area without mats. With the exception of this 5,000 yards all material was excavated by D8 tractors using 16 cubic yard carryalls and dozers. Wet weather and mud hampered operations throughout and progress was very slow.

Crushing operations were very costly. The contractor elected to crush gravel from the pit at Station 791 rather than from the designated quarry. The portable crushing plant of the contractors was set up at the pit and fed by means of a 1½ cubic yard shovel with dragline boom. Material was pushed to the shovel with a D8 tractor and dozer. A scalping screen was set up ahead of the crusher and all undersized material was scalped and used for topping. While this method produced good topping and saved on street costs, the added expense of handling the material with the shovel, scalping and stockpiling, and picking up the material again to transport to the road in comparison with a straight load and haul resulted in a considerably higher cost for topping, from this site. The remainder of the material consisting of large gravel and small boulders was run through the crusher to produce crushed rock and aggregates. The material crushed hard and average output was very low for the crusher. All material was stockpiled at the plant and placed on the road after the completion of the grading and topping operations.

Topping materials were obtained from the gravel deposit ½ mile east of Station 1113 and from the scalpings from the crushing operations at Station 791. The materials from Station 1113 were handled very cheaply but the added cost of the screening of the materials from the pit at Station 791 raised the overall average costs to $0.42 per cubic yard. Due to the high bid price of $0.75 per cubic yard a large profit was made on selected roadbed topping. All material was picked up and hauled with Super C Tournapulls at a very low cost in comparison with shovel and truck methods.

This project had good supervision, fair labor and good equipment throughout. If the grading and crushing had been done during dry weather a much better profit would have been realized.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
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S-259 (4)

November 26, 1947

Maryland Casualty Company
Baltimore 3, Md.

Gentlemen:

You are hereby notified that State Highway Contract No. 2861 for work on the Cove-Union Section of the Cove Secondary Highway, in Union County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $8,011.46 will be made on or after December 6, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $212,691.95, of which amount $1,007.46 represents the amount of force account items. This contract was completed on June 25, 1947 and accepted by the Commission on July 22,1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland,Inc.
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
11-26-47 gl

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OCT 6 1947
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S-259 (4)

September 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are five completed and corrected copies of Form PR-47-A on the Oregon Project No. S-259 (4), Cove-Union Section, Contract No. 2861.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

DBP:ew

Encl.

RECEIVED
AUG 20 1947
FOR FILING

S-259(4)

August 20,1947

Maryland Casualty Company
Hansen & Rowland,Inc., Agent
Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. C. Hall Co., on Contract No. 2861, covering the Cove-Union Section of the Cove Secondary Highway, in Union County. This payment, in the amount of $13,568.94, will be made on or after August 30, 1947. The retained percentage is $6,330.32.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 13 1947
FOR FILING

S-259-4

August 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the stripping of gravel pits on the Cove-Union Section of the Cove Secondary Highway in Union County, Contract No. 2861, in connection with Federal Aid Project No. S-259 (4).

This work is necessary to remove materials not suitable for use in embankment.

Very truly yours,

S. H. Probert
Acting State Highway Engineer

DBP:lh

Encl.

RECEIVED
AUG 13 1947
FOR FILING

S 2 5 7 4

August 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the furnishing and placing of 84 feet of 3/4-inch water pipe at Station 871+85 and 77 feet at Station 937+75 on the Cove-Union Section of the Cove Secondary Highway in Union County, Contract No. 2861, in accordance with Federal Aid Project No. S-259 (4).

This work is necessary to replace pipe torn out in construction. Originally this pipe was deeply buried and the engineer had no knowledge of their location.

Very truly yours,

S. H. Probert
Acting State Highway Engineer

DBP:lh

Encl.

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JUL 15 1947
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S-257-4

July 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 25, 1947, on Contract No. 2861, Cove-Union Section in connection with Federal Aid Project No. S-257 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July 2, 1947

S-259(4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-259(4)
Cove-Union Section
Cove Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Fan

(Revised 1946)

State OREGON WA8pr 7275

Federal Aid Secondary
Project No. S-279(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 23rd day of July, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-five thousand, one hundred twenty and 00/100 dollars ($125,120.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. [illegible], Laws 1939.

(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 784+41.4 at the east boundary of the SW 1/4, Section 16, T. 3 S., R. 40 E., W.M., and survey station 1176+00 in Union on the north and south centerline of Section 18, T. 4 S., R. 40 E., W.M., without exception.

, length 7.795 miles, in Union County,

being Oregon Federal Aid / Secondary project No. S-859(4), consisting of 7.791 miles of roadway and one bridges, [illegible] of more than 20 feet clear span, 0.004 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

JUL 1
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-five thousand, one hundred twenty and 00/100 dollars ($125,120.00), which does not exceed the authorized Federal pro rata share of two hundred fifteen thousand, seven hundred twelve and 80/100 dollars ($215,712.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 1 1947
OREGON DISTRICT

Form B-1—5M—7-46

S-259(4)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 19 47

Section Cove - Union

Kind of work Grading, surfacing and oiling

Highway Cove Secondary

Section prefix 131-1015

Contractor E. C. Hall Co.

Contract number 2861

Date of contract Dec. 3, 19 46

Date of completion August 31, 19 47

Date work started January 8, 19 47

Estimated date of completion June 25, 19 47

Amount of contract $ 201,622.00

Per cent of time elapsed 77.4 %

Estimated cost of completed project, exclusive of engineering $ 201,622.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 10,600.00, %

Date project was completed June 25, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work was completed on this project on the day of June 25, Wedensday of this week, The contractor has moved all the equipment off the job and the State has taken over the Maintenance.

NOTED
E. A. PEASE

1947

NOTED
H. W. LIBBY

Signed

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

S-259(4)

June 10, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of June 9, 1947 requesting encroachment resolution for that portion of Project No. S-259(4), Cove - Union Section of the Cove Highway that is within the city limits of Union, Oregon.

Please disregard this request as the resolution in question was forwarded with your letter of December 4, 1946 and had been inadvertently overlooked.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 12 1947
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

June 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Please furnish at your earliest convenience four copies of an encroachment resolution covering the portion of Project No. S-259(4), Cove - Union Section of the Cove Highway that is within the city limits of Union, Oregon.

This city is shown as incorporated with a population of 1398 in the 1940 census.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN 10 1947
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUN 10 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 11 1947
FOR FILING

S-259(4)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Cove-Union Section, Project No. S-259 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-259 (4)

COVE-UNION SECTION OF THE
COVE HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 15, 1947

CONSTRUCTION

Roadway (Sta. 764+41.4 to 1152+43.0)(Outside City)

All Required		Clearing and Grubbing (95%)		$ 4,750.00
210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	630.00
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00
58,400	cu. yds.	General Excavation, Unclassified	0.70	40,880.00
14,500	cu. yds.	Special Borrow	0.30	4,350.00
60,000	yd. stas.	Short Overhaul	0.02	1,200.00
1,600	C-yd. stas.	Long Overhaul	0.50	800.00
21,500	yd. mi.	Truck Haul on Special Borrow	0.20	4,300.00
9,500	lin. ft.	Rounding Cutbanks	0.20	1,900.00
7.35	miles	Finishing Roadbed and Slopes	500.00	3,675.00
10	lin. ft.	18" Corr. Metal Pipe	5.00	50.00
370	lin. ft.	12" Concrete Pipe	2.50	925.00
580	lin. ft.	18" Concrete Pipe	4.00	2,320.00
170	lin. ft.	24" Concrete Pipe	5.50	935.00
50	lin. ft.	30" Concrete Pipe	7.50	375.00
440	lin. ft.	Salvaging Culvert Pipe	2.00	880.00
1	only	Concrete Diversion Box	300.00	300.00
37,700	cu. yds.	Selected Roadbed Topping	0.75	28,275.00
68,800	yd. mi.	Hauling Roadbed Topping	0.15	10,320.00
9,240	cu. yds.	1½" - 0" Rock in Base	2.40	22,176.00
7,070	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	16,968.00
940	M-gals.	Sprinkling	2.00	1,880.00
7.35	miles	Preparation of Base	200.00	1,470.00
840	cu. yds.	3/4" - 0" Rock in Binder Course	4.15	3,486.00
2,920	cu. yds.	Furnishing and Placing Aggregates	4.15	12,118.00
132	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	4,224.00
160	tons	Furnishing and Placing 151-200 Asphalt	34.50	5,520.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	2,880.00
			Subtotal	$178,097.00
			10% Engr. & Cont.	17,809.70
			Total	$195,906.70

Length	7.345 miles
Cost per mile	$ 26,672.11

Roadway (Sta. 1152+43 to 1176+00)(Inside Union)

All Required		Clearing and Grubbing (5%)		$ 250.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
600	cu. yds.	General Excavation, Unclassified	0.70	420.00
2,500	cu. yds.	Special Borrow	0.30	750.00
4,500	yd. mi.	Truck Haul on Special Borrow	0.20	900.00
0.45	mile	Finishing Roadbed and Slopes	500.00	225.00
80	lin. ft.	12" Concrete Pipe	2.50	200.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
2,300	cu. yds.	Selected Roadbed Topping	0.75	1,725.00
4,200	yd. mi.	Hauling Roadbed Topping	0.15	630.00
560	cu. yds.	1½" - 0" Rock in Base	2.40	1,344.00
430	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	1,032.00
60	M-gals.	Sprinkling	2.00	120.00
0.45	mile	Preparation of Base	200.00	90.00
60	cu. yds.	3/4" - 0" Rock in Binder Course	4.15	249.00
180	cu. yds.	Furnishing and Placing Aggregates	4.15	747.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	256.00
10	tons	Furnishing and Placing 151-200 Asphalt	34.50	345.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	192.00
			Subtotal	$ 9,755.00
			10% Engr. & Cont.	975.50
			Total	$10,730.50

Length	0.446 mile
Cost per mile	$24,059.41

Structure (Sta. 866+79.6 to 867+00)(Outside City)

80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 240.00
96	cu. yds.	Class "A" Concrete	60.00	5,760.00
15,000	lbs.	Metal Reinforcement	0.15	2,250.00
			Subtotal	$ 8,250.00
			10% Engr. & Cont.	825.00
			Total	$ 9,075.00

Length	.004 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway:			
Outside City	$195,906.78	$113,632.00	$82,274.78
Inside Union	10,730.50	6,224.00	4,506.50
Structure	9,075.00	5,264.00	3,811.00
	$215,712.28	$125,120.00	$90,592.28

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

November 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Cove-Union Section, Project No. S - 259 (4), which estimate has been changed by revised estimated unit price for the items of "Clearing and Grubbing", "Special Borrow" and "Crushed Rock in Base".

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWN:LH

Oregon State Highway Department

Federal Aid Secondary
Project No. S-259 (4)

COVE-UNION SECTION OF THE

COVE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 21, 1946

Roadway (Sta. 764+41.4 to 1152+43.0)(Outside City)

All Required		Clearing and Grubbing (95%)		$ 4,750.00
210	cu. yds.	Structural Excavation, Unclassified	$ 4.00	840.00
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00
58,400	cu. yds.	General Excavation, Unclassified	0.65	37,960.00
14,500	cu. yds.	Special Borrow	0.40	5,800.00
60,000	yd. stas.	Short Overhaul	0.02	1,200.00
1,600	C-yd. stns.	Long Overhaul	0.40	640.00
21,500	yd. miles	Truck Haul on Special Borrow	0.15	3,225.00
9,500	lin. ft.	Rounding Cutbanks	0.12	1,140.00
7.35	miles	Finishing Roadbed and Slopes	350.00	2,572.50
10	lin. ft.	18" Corr. Metal Pipe	3.00	30.00
370	lin. ft.	12" Concrete Pipe	2.00	740.00
580	lin. ft.	18" Concrete Pipe	3.00	1,740.00
170	lin. ft.	24" Concrete Pipe	4.50	765.00
50	lin. ft.	30" Concrete Pipe	6.50	325.00
440	lin. ft.	Salvaging Culvert Pipe	1.50	660.00
1	only	Concrete Diversion Box	150.00	150.00
37,700	cu. yds.	Selected Roadbed Topping	0.50	18,850.00
68,800	yd. miles	Hauling Roadbed Topping	0.12	8,256.00
9,240	cu. yds.	1½" - 0" Rock in Base	2.40	22,176.00
7,070	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	16,968.00
940	M-gals.	Sprinkling	3.00	2,820.00
7.35	miles	Preparation of Base	150.00	1,102.50
840	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,940.00
2,920	cu. yds.	Furnishing and Placing Aggregates	3.50	10,220.00
132	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,620.00
160	tons	Furnishing and Placing 151-200 Asphalt	35.00	5,600.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	3,150.00
			Subtotal	$159,750.00
			10% Engr. & Cont.	15,975.00
			Total	$175,725.00

Length 7.345 miles
Cost per mile $23,924.43

Roadway (Sta. 1152+43 to 1176+00)(Inside Union)

All Required		Clearing and Grubbing (5%)		$ 250.00
40	cu. yds.	Structural Excavation, Unclassified	$ 4.00	160.00
600	cu. yds.	General Excavation, Unclassified	0.65	390.00
2,500	cu. yds.	Special Borrow	0.40	1,000.00
4,500	yd. mi.	Haul on Special Borrow	0.15	675.00
0.45	mile	Finishing Roadbed and Slopes	350.00	157.50
80	lin. ft.	12" Concrete Pipe	2.00	160.00
80	lin. ft.	Salvaging Culvert Pipe	1.50	120.00
2,300	cu. yds.	Selected Roadbed Topping	0.50	1,150.00
4,200	yd. miles	Hauling Roadbed Topping	0.12	504.00
560	cu. yds.	1½" - 0" Rock in Base	2.40	1,344.00
430	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	1,032.00
60	M-gals.	Sprinkling	3.00	180.00
0.45	mile	Preparation of Base	150.00	67.50
60	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	210.00
180	cu. yds.	Furnishing and Placing Aggregates	3.50	630.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	280.00
10	tons	Furnishing and Placing 151-200 Asphalt	35.00	350.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	210.00
			Subtotal	$ 8,870.00
			10% Engr. & Cont.	887.00
			Total	$ 9,757.00

Length 0.446 mile
Cost per mile $ 21,876.68

Structure (Sta. 866+79.4 to 867+00)(Outside City)

80	cu. yds.	Structural Excavation, Unclassified	4.00	$ 320.00
96	cu. yds.	Class "A" Concrete	45.00	4,320.00
15,000	lbs.	Metal Reinforcement	0.09	1,350.00
			Subtotal	$ 5,990.00
			10% Engr. & Cont.	599.00
			Total	$ 6,589.00

Length .004 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway			
Outside City	$175,725.00	$89,660.00	$86,065.00
Inside Union	9,757.00	4,978.00	4,779.00
Structure	6,589.00	3,362.00	3,227.00
	$192,071.00	$98,000.00	$94,071.00

Oregon State Highway Department

Federal Aid Secondary
Project No. S-259 (4)

COVE-UNION SECTION OF THE
COVE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, Nov ~~July 11~~, 1946

~~All Required~~ ~~Lands, Rights of Way, Etc.~~ ~~$ 5,000.00~~

~~CONSTRUCTION~~

Roadway (Sta. 761+41.4 to 1152+4[illegible].0) (Outside City)

All Required		Clearing and Grubbing (95%)		4750.00 $ ~~2,850.00~~	
210	cu. yds.	Structural Excavation, Unclassified	$ 4.00	840.00	
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00	
58,400	cu. yds.	General Excavation, Unclassified	0.65	37,960.00	
14,500	cu. yds.	Special Borrow	.40 ~~0.30~~	~~4,350.00~~	5800.00
60,000	yd. stas.	Short Overhaul	0.02	1,200.00	
1,600	C-yd. stas.	Long Overhaul	0.40	640.00	
21,500	yd. mi.	Truck Haul on Special Borrow	0.15	3,225.00	
9,500	lin. ft.	Rounding Cutbanks	0.12	1,140.00	
7.35	miles	Finishing Roadbed and Slopes	350.00	2,572.50	
10	lin. ft.	18" Corr. Metal Pipe	3.00	30.00	
370	lin. ft.	12" Concrete Pipe	2.00	740.00	
580	lin. ft.	18" Concrete Pipe	3.00	1,740.00	
170	lin. ft.	24" Concrete Pipe	4.50	765.00	
50	lin. ft.	30" Concrete Pipe	6.50	325.00	
440	lin. ft.	Salvaging Culvert Pipe	1.50	660.00	
1	only	Concrete Diversion Box	150.00	150.00	
37,700	cu. yds.	Selected Roadbed Topping	0.50	18,850.00	
68,800	yd. mi.	Hauling Roadbed Topping	0.12	8,256.00	
9,240	cu. yds.	1½" - 0" Rock in Base	2.40 ~~2.30~~	~~21,252.00~~	22176.00
7,070	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40 ~~2.30~~	~~16,261.00~~	16968.00
940	M-gals.	Sprinkling	3.00	2,820.00	
7.35	miles	Preparation of Base	150.00	1,102.50	
840	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,940.00	
2,920	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	10,220.00	
132	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,620.00	

160	tons	Furnishing and Placing 151-200 Asphalt	$ 35.00	$ 5,600.00	
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	3,150.00	
			Subtotal	~~$154,769.00~~	159750.00
			10% Engr. & Cont.	~~15,476.90~~	15975.00
			Total	~~$170,245.90~~	175725.00

Length	7.345 miles
Cost per mile	~~$23,178.47~~ 23,924.43

Roadway (Sta. 1152+47 to 1176+00)(Inside Union)

All Required		Clearing and Grubbing (0%)		$ ~~150.00~~ 250.00	
40	cu. yds.	Structural Excavation, Unclassified	$ 4.00	160.00	
600	cu. yds.	General Excavation, Unclassified	0.65	390.00	
2,500	cu. yds.	Special Borrow	.40 ~~0.30~~	~~750.00~~	1000.00
4,500	yd. mi.	Haul on Special Borrow	0.15	675.00	
0.45	mile	Finishing Roadbed and Slopes	350.00	157.50	
80	lin. ft.	12" Concrete Pipe	2.00	160.00	
80	lin. ft.	Salvaging Culvert Pipe	1.50	120.00	
2,300	cu. yds.	Selected Roadbed Topping	0.50	1,150.00	
4,200	yd. mi.	Hauling Roadbed Topping	0.12	504.00	
560	cu. yds.	1½" - 0" Rock in Base	2.40 ~~2.30~~	~~1,288.00~~	1344.00
430	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40 ~~2.30~~	~~989.00~~	1032.00
60	M-gals.	Sprinkling	3.00	180.00	
0.45	mile	Preparation of Base	150.00	67.50	
60	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	210.00	
180	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	630.00	
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	280.00	
10	tons	Furnishing and Placing 151-200 Asphalt	35.00	350.00	
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	210.00	
			Subtotal	$ ~~8,421.00~~	8870.00
			10% Engr. & Cont.	~~842.10~~	887.00
			Total	$ ~~9,263.10~~	9757.00

Length	0.446 mile
Cost per mile	$ ~~20,769.28~~ 21,876.68

Structure (Sta. 866+79.4 to 867+00)(Outside City)

80 cu. yds.	Structural Excavation, Unclassified	$ 4.00	$ 320.00
96 cu. yds.	Class "A" Concrete	45.00	4,320.00
15,000 lbs.	Metal Reinforcement	0.09	1,350.00
	Subtotal		$ 5,990.00
	10% Engr. & Cont.		599.00
	Total		$ 6,589.00

Length .004 mile

SUMMARY OF FUNDS

Item		Total Cost		Federal Secondary Funds	State Funds	
~~Lands, Rights of Way, Etc.~~		~~$ 5,000.00~~		~~$ 2,400.00~~	~~$ 2,600.00~~	
~~Roadway~~						
Outside City	175,725.00	~~170,245.90~~	89660.00	~~87,457.00~~	~~82,788.90~~	86065.00
Inside Union	9,757.00	~~9,263.10~~	4978.00	~~4,758.00~~	~~4,505.10~~	4779.00
Structure		6,589.00	3362.00	~~3,385.00~~	~~3,204.00~~	3227.00
		~~$191,098.00~~		$98,000.00	~~$93,098.00~~	
		192071.00			94071.00	

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

October 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

You are hereby authorized to readvertise for bids on Oregon Project S-259(4), Cove - Union Section of the Cove Highway.

Revised proposal and special provisions submitted with Mr. Probert's letter of October 3 have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

Concurrence in contract award will be withheld pending receipt of advice that right-of-entry has been obtained in all cases where right-of-way has not been acquired.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

October 3, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six copies of revised bid proposals for the Cove-Union Section, Project No. S-259 (4).

Special provisions page number 1 has been revised as to time of receiving bids and a clause has been added on page 24 under the subhead "Industrial Accident Insurance."

The clauses previously appearing on pages 23 and 24 under the heading "Responsibility for Maintenance" have been eliminated as the provisions on page 8 of the standard specification form are now considered appropriate.

Very truly yours,

R. H. Baldock
State Highway Engineer

RA:SM

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~XXXXXXXXX~~
Division 8

July 23, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project S-259(4), Cove - Union Section of the Cove Highway in Union County, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that right-of-entry is obtained with respect to rights-of-way not acquired.

A minor change has been approved to provide for an increase in total project cost from $170,000 to $191,098, a decrease in length of 0.015 mile and inclusion of a structure consisting of a double 10'x 6' box culvert.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 2 6 1946
OREGON
STATE HIGHWAY COMMISSION

July 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Cove-Union Section Project No. S - 259 (4).

One set of blue print plans and six bid proposals are being sent under separate cover.

The landscaping work for this project consists of rounding cut-banks. The volume of truffic to be served by this road does not, in our opinion, justify an expenditure for beautification and climatic conditions are such that erosion difficulties are not anticipated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

JMM:GED

COVE-UNION SECTION

PROJECT NO. S-259(4)

While negotiations for rights of way are in progress, two parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but is now believed that all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

July 11, 1946

COVE-UNION SECTION

PROJECT NO. S-259 (A)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 5, 1946

5

RECEIVED
JAN 17 1947
FOR FILING

S-259(4)

January 15, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 8, 1947 on Contract No. 2861, Cove-Union Section in connection with Federal Aid Project No. S-259 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

Jm

RECEIVED
JAN 3 1947
FOR FILING

S. 259(4)

January 2, 1947

E. C. Hall Company
Rte. 6, Box 630
Portland
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2861 which was awarded to you on December 5, 1946 by the State Highway Commission, covering regrading and oil mat surfacing on the Cove-Union Section of the Cove Secondary Highway in Union County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Recorded

RECEIVED
DEC 4 1946
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(15)

SYMBOLS

DL	Day Letter
NL	Night Letter
LC	Deferred Cable
NLT	Cable Night Letter
	Ship Radiogram

A. N. WILLIAMS, CHAIRMAN OF THE BOARD JOSEPH L. EGAN, PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA 73 30/29=GOVT =WUX PORTLAND ORG 3 107P

1946 DEC 3 PM 1 16

R H BALDOCK=

STATE HIGHWAY ENGINER

:REYOURTEL TODAY RE CONCURRENCE AND ADVISING ALL RIGHT OF WAY ACQUIRED OREGON PROJECT S-259/4/ COVE UNION WE HEREBY CONCUR IN AWARD CONTRACT TO E C HALL COMPANY LOW BIDDER=

:T M DAVIS.

S-259/4/.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Place PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD CONTRACT TODAY COVE-UNION PROJECT TO E. C. HALL COMPANY. ALL RIGHTS OF WAY ACQUIRED.

R. H. BALDOCK

Sender's name and address (For reference only)

Sender's telephone number

RECEIVED
JAN 11 1947
FOR FILING

S-259(1)

AGENDA
DEC 30 1946

4 g

December 3, 1946

E. C. Hall Co.
Route 6, Box 630
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil-mat surfacing and furnishing crushed rock in stockpiles on the Cove-Union Section of the Cove Secondary Highway, in Union County. This award was based on your bid of $201,622 submitted on November 26, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. N. Probert
Goldie Lewis

(12/

S+C

to the account of $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
2:00 p.m.
December 3, 1946

E. C. Hall Co.
Route 6, Box 630
Portland, Oregon

State Highway Commission awarded you today contract for Cove -Union Section of Cove Secondary Highway in Union County based on your low bid submitted November 26, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

EC
Charge

FORM S-123X 6M 9-43

RECEIVED
MAY 6 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-259-4

December 4, 1946

~~Mr. T. M. Davis~~
~~District Engineer~~
~~Public Roads Administration~~
~~Post Office Box 3900~~
~~Portland 8, Oregon~~

Dear Sir:

We are enclosing four copies of standard encroachment resolution, signed by the proper city officials of Union, for Project No. S-259 (4), Cove-Union Section of the Cove Secondary Highway.

Please note that one copy of the resolution is unsigned. These resolutions were secured from the city prior to receipt of your letter of September 9 advising that four copies are required, and we do not have sufficient signed copies.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County & City Relations

mm

Encl.

✓ cc Mr. J. W. Nash

Fran

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~XXXXXXXXXX~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
DEC 3 1946
FOR FILING

S-251(4)

October 28, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the rejection of all bids as excessive on Oregon Project No. S-259(4), Cove-Union Section of the Cove Secondary Highway.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
NOV 2 1946
OREGON
STATE HIGHWAY COMMISSION

Jn

RECEIVED
OCT 19 1946
FOR FILING

COPY

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NIGHT LETTER - COLLECT

SALEM, OREGON
OCTOBER 17, 1946

S. H. KRISINGER
MANAGER, ASPHALT SALES
SINCLAIR REFINING COMPANY
DENVER, COLORADO

COPY

REURTEL 17TH. FOR PROJECT S-11 (2) BAKER COUNTY, PROBABLE SHIPPING DESTINATION AT BAKER, 100 TONS RC-3, 230 TONS 151-200 AND 66 TONS RC-3 OR EMULSIFIED. FOR TUTUILLA PROJECT IN UMATILLA COUNTY, AT PENDLETON, 20 TONS RC-3, 64 TONS 121-150 AND 14 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-259 (4) UNION COUNTY, AT UNION, 140 TONS RC-3, 170 TONS 151-200 AND 96 TONS RC-3 OR EMULSIFIED. FOR KIMBERLY-DRY CREEK PROJECT IN GRANT COUNTY, AT CONDON, 50 TONS RC-3, 120 TONS 151-200 AND 70 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-62 (2) GRANT COUNTY, AT CONDON, 150 TONS RC-3 [redacted], 174 TONS 151-200 AND 100 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-90 (1) HARNEY COUNTY, AT BURNS, 120 TONS RC-3, 280 TONS 151-200 AND 80 TONS RC-3 OR EMULSIFIED.

R. H. BALDOCK
(initialed) SHP

S. J. KRISINGER MGR ASPHALT SALES SINCLAIR REFINING CO.

COPY

RECEIVED
OCT 9 1946
FOR FILING

8-25-14

~~xxxxxxxxxxx~~
Division 8

October 8, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

You are hereby authorized to readvertise for bids on Oregon Project 8-259(4), Cove - Union Section of the Cove Highway.

Revised proposal and special provisions submitted with Mr. Probert's letter of October 3 have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

Concurrence in contract award will be withheld pending receipt of advice that right-of-entry has been obtained in all cases where right-of-way has not been acquired.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
State Highway Engineer

[illegible]

RECEIVED
FOR FILING

S. 259-4

~~xxxxxxxxxxxxx~~
Division 8

July 24, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 20th enclosing a copy of Division Engineer Van Scoy's letter of April 11, 1946 relative to method of measurement of special borrow proposed on Oregon Project S-259(4), Cove - Union. We are not satisfied that the data submitted adequately justifies a deviation from the long established policy of payment for borrow or for stripping gravel pits of quantities determined by measurement in original position.

The P.S.& E. for this project will accordingly be held for a field investigation as to the physical conditions.

NOTED
State Highway Engineer

Very truly yours,

NOTED
State Highway Engineer

T. M. DAVIS
District Engineer.

Original sent to [illegible]

REFERRED TO
[illegible]

RECEIVED
JUL 2 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-259 4

July 20, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of July 18th concerning P. S. & E. for the Cove-Union Project S-259 (4).

The occasion for specifying truck measurement for Special Borrow is explained in the enclosed copy of letter from Paul Van Scoy, Division Engineer.

We are in full accord with Mr. Van Scoy's opinion that measurement in trucks is, in this case, more sound than measurement in excavation.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

ENC.

C
O
P
Y

FORM E-30 25M 5-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 11, 1946

SUBJECT: Cove-Union Section

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

ATTENTION: Mr. Pease

Dear Sir:

I have your letter of April 9th in regard to measurement of special borrow on the Cove-Union Project.

The section on which the special borrow is to be used consists of a well graveled roadbed which requires widening and some raising. The raising will be done with the topping. The widening will be done partially with roadbed and ditch excavation and the remainder by the special borrow. The widening fill varies between 0.5 and 2.0 feet in depth.

It is a little more convenient to widen with the special borrow and pay by truck measurement, but it can be paid for by fill measurement. Fill measurement usually results in narrow roadbeds, and I imagine that it is no saving in cost over truck measurement. However, if truck measurement is objectionable, fill measurement may be substituted. Since the fill is so small, we should allow some variation or shrinkage and pay on remeasured quantities rather on neat sections.

Measurement of topping in excavation is rather difficult when materials of different pay quantities are taken from the same pit. This method of pay seems to be almost impossible when the contractor elects to crush material from a topping pit.

If topping alone is taken from a pit, it is possible to measure in place, but if the quality of gravel is spotted, the scheme does not allow sufficient selection. It is necessary to keep the excavation somewhat uniform to measure in place properly while if measured by trucks, a much better selection may be obtained. Then, also, it is necessary to watch the contractor's operation carefully to see that the material taken from the pit is used on the road and not for contractor's road approaches, plant set-up, for farm yards, etc.

In either case, it is necessary to have an inspector on the road so all of the engineers whom I have contacted favor truck measurement. I doubt if the ultimate cost differs much in either method.

Very truly yours,

(Signed) Paul Van Scoy

PAUL VAN SCOY
Division Engineer

PVS/fh
cc

RECEIVED
20 1946
FOR FILING

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-259-4

NOTED
State High

July 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to advance plans and incomplete P.S.& E. for Oregon Project S-259(4), the Cove Union Section of the Cove Highway, now being reviewed in this office.

We note a specification for special borrow to be paid as truck measure. In the absence of any explanation in the letter of transmittal for this unusual specification, please be advised that it does not meet with our approval. The P.S.& E. will be held without action pending your reply.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

[illegible]

RECEIVED
JUL 19 1946
OREGON
STATE HIGHWAY COMMISSION

5-8302 Birkenfeld-Wn. Co. Line Rock Prod.
Nehalem Second. 1947

#2862

5- 8302

RECEIVED FOR FILING

R. H. Baldock

June 7th, 1947

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Birkenfeld-Washington Co. Line
Contract No. 2862

Nehalem River Highway
Prefix 5-8302

Rock Production
A. H. Saxton & Sons, Contractors
L. D. Mars, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1¼"-3/4" Crushed Rock in Stockpile	644.54	Cu. Yd.	$1.92	$2.00	$1,236.87	$1,289.08
3/4"-½" " " "	4,050.35	" "	1.92	1.90	7,772.62	7,695.67
½"-¼" " " "	3,425.24	" "	1.92	1.90	6,573.04	6,507.96
¼"-0" " " "	2,765.09	" "	1.92	1.90	5,306.21	5,253.67
Hauling Crushed Rock	124,420.42	Yd. Mi.	0.097	0.12	12,072.10	14,930.45
P.O. #41950:						
3/4"-½" Crushed Rock in Stockpile	682.95	Cu. Yd.	$3.63	$3.55	$2,477.06	$2,424.47
½"-¼" " " "	474.72	" "	3.63	3.55	1,721.81	1,685.25
¼"-0" " " "	361.40	" "	3.63	3.55	1,310.80	1,282.97
Screen Rejects	344.22	Cu. Yd.	0.25	0.25	86.06	86.06
PA #1, Loading Quarry Rock	243.00	" "	0.24	0.25	59.83	60.75
PA #1, Hauling Quarry Rock	3,457.89	Yd. Mi.	0.097	0.12	335.55	414.95
Force Account					88.69	96.05
Sales to Clatsop County	891.00	Cu. Yd.	3.98	4.25	3,542.62	3,785.70
" " City of Vernonia	1,568.00	" "	3.06	3.30	4,790.24	5,176.00
					$47,373.50	$50,689.03

Gross Revenue	$50,689.03
Total Cost	47,373.50
Net Profit	$3,315.53

Net Profit Equals 6.5% of Gross Revenue

Birkenfeld-Washington County Line

Detail of Cost

Labor:

Supervision (Contractor		
Labor	$11,349.08	
State Industrial Accident Insurance	255.35	
Social Security	113.49	
Unemployment Insurance	280.24	$11,998.16

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$8,795.00	
" " , Hired, Fully Operated	5,774.82	
Hired Trucks, Part of Drivers Included	11,347.07	
Gas, Oil & Grease	3,440.78	
Move In, Freight & Cartage	1,059.54	
Lumber	389.49	
Explosives	654.84	
Drill Steel	247.38	
Small Tools & Miscellaneous Expense	888.69	
Office	65.03	
Bond	270.60	
Public Liability Insurance	335.88	
P.U.C.'s	585.54	
General Overhead	1,520.67	35,375.33

Total Cost. $47,373.50

Birkenfeld-Washington County Line

Breakdown of Crushing Costs

	Cost	Quantity	Unit Cost
Move In & Set Up	$5,423.50	14,863.3 Cu. Yd.	$0.365
Drill & Shoot	1,739.83	" " "	0.117
Load in Pit	3,619.60	" " "	0.244
Haul to Crusher	2,895.51	" " "	0.195
Crushing	10,669.13	" " "	0.718
Proratable Cost	2,299.72	" " "	0.155
	$26,647.29	14,863.3 Cu. Yd.	$1.794

Stockpiling Cost	$0.126
Total Rock Crushed	14,863.3 Cu. Yd.

Average Production, 376 Hours Working Time 39.5 Cu. Yd. per Hour
" " , 416 " Total Elapsed Time 35.7 " " " "

Quarry Used: Columbia County quarry on Oak Ranch Creek 4.0 Miles Dead Haul over rock surfaced road to M.P. 52.1 on Nehalem River Highway.

Birkenfeld-Washington County Line
Rock Production

Remarks:

This contract, which required the crushing and stockpiling of 11,000 cu. yds. of maintenance rock, was bid on November 26th, 1946, and awarded on December 24th, 1946. The contractor started work on December 2nd, 1946, and completed the project on March 15th, 1947.

The contractor used the specified county quarry on the Oak Ranch Creek which is 4.0 mi. east of M.P. 52.1 on the Nehalem Highway. A coyote hole was placed in the quarry and ample material was secured on the initial shot, the rock breaking to 8" minus and no reshooting was necessary. A hired 3/4-yard shovel loaded into three 5-yard pit trucks and the rock was then hauled about a mile to the plant.

The crushing plant contained a 24" x 36" jaw primary, 30" gyrasphere recrusher and a set of 30" x 18" rolls. Power was provided by two Murphy 120 h.p. diesel motors and a 90 h.p. Caterpillar Diesel on a 60 KW generator. The plant averaged 39.5 cu. yds. per hour for actual working time. A few days were lost due to heavy snow. The contractor was fortunate in securing additional sales totaling 3,977 cu. yds. from a state purchase order, Clatsop County and the City of Vernonia. Through these extra sales the contractor was able to make a small profit on the project. The hauling was done with both hired trucks and three of the contractor's own 6-yard trucks.

The contractor had good equipment and personally supervised the work and the production was fair. However, the work was done during the winter months during unfavorable weather and was also shutdown for a short period by snow. Had the work been done during the summer months he might have achieved higher production and made a better profit at the bid prices.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
MAY 9 1947
FOR FILING

5-8302

May 8, 1947

United Pacific Insurance Co.
Durham & Bates, Agent
801 S.W. Washington
Portland 5, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2862 for work on the Birkenfeld-Washington County Line Section of the Nehalem Secondary Highway, in Columbia County, has been completed by the contractor, A.H. Saxton & Sons, and that final payment in the amount of $1,003.40 will be made on or after May 19, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $36,334.64, of which amount $86.05 represents the amount of force account items. This contract was completed on March 15 and accepted by the Commission on April 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

5-5-47 gl

RECEIVED
APR 4 1947
FOR FILING

5-8302

April 4, 1947

United Pacific Insurance Co.
Durham & Bates, Agent
901 S.W. Washington
Portland 5, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A.H. Saxton & Sons, on contract No. 2862, covering crushed rock in stockpiles on the Birkenfeld-Washington County Line on the Nehalem Secondary Highway, in Columbia County. This payment, in the amount of $1,657.97, will be made on or after April 14, 1947. The retained percentage is $1,092.72.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Form E-1—5M—6-43

5-8302

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 15, 1947

Section Birkenfeld - Washington Co. Line

Highway Nehalem Secondary

Contractor A. H. Sarton & Sons

Date of contract Dec. 24, 1947 6

Date work started Dec. 2, 1947 6

Amount of contract $59,965.00

Kind of work Rock Production

Section prefix 5 - 8302

Contract number 2862

Date of completion June 30, 1947

Estimated date of completion march 15, 1947

Per cent of time elapsed 46 %

Estimated cost of completed project, exclusive of engineering 58,510.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1650.00, %

Date project was completed March 15, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed this project this week and is now working on P.O. 41050.

All the stockpiles except 2 have been measured, computed and checked.

The semi - final estimate will be completed and in the mail by wednesday of next week.

The survey party spent 2 days on this project and one day on P.O.s 41020, 41050 and 40965.

NOTED
E. A. PEASE

MAR 18 1947

Signed L. D. Mara

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			11,000		
Estimated quantities moved or placed to date			11,000		
Average daily quantities					
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			15		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Cloudy		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JAN 17 1947
FOR FILING

E-2862

January 16, 1947

A. H. Saxton & Sons
Route #2
Corvallis
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2862 which was awarded to you on December 24, 1946 by the State Highway Commission, covering furnishing of crushed rock in stockpile on the Birkenfeld-Washington County Line Section of the Nehalem Secondary Highway, in Columbia County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

AGENDA
DEC 30 1946

December 24, 1946

A. E. Burton & Sons
Route 2
Corvallis, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Birkenfeld-Washington County Line Rock Production Project on the Nehalem Secondary Highway, in Columbia County. This award was based on your low bid of $36,000 submitted on November 26, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Enc.

cc - Mr. H. G. Smith
Mr. S. E. Probert
Goldie Lewis

get confirmed

54C

to the account of ______ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 24, 1946
11:15 a.m.

A. H. Saxton & Sons
Route 2
Corvallis, Oregon

State Highway Commission awarded you today contract for Birkenfeld-Washington County Line Rock Production Project on Nehalem Secondary Highway, Columbia County, based on your low bid submitted November 26, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
DEC 11 1946
FOR FILING

5-8302
2862

Salem, Oregon
December 10th, 1946

Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

I recommend that a royalty of $0.05 per cubic yard be paid the Crown Zellerbach Corporation for material from their quarry in Section 5, Township 5 North, Range 3 West, W.M., Columbia County, Oregon, for use on the Birkenfeld-Washington County Line Section.

Since this is an operating quarry, having been used numerous times by Columbia County and several times by the State Highway Department, I do not feel it should be an influence in raising the price of rock quarries beyond the acreage price which we now have, as unquestionably a fully developed quarry can be operated considerably cheaper than one in an undeveloped state.

Very truly yours,

R. H. Baldock
State Highway Engineer

R

cc to: M. G. Smith

18-8304 Klamath Falls Rock Prod.
Four state highways. 1947

#2863

RECEIVED
MAR 29 1949
FOR FILING
18-8304
2863

March 29, 1949

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No.2863, for rock production on four state highways in the Klamath Falls Section in Klamath County, has been completed by the contractor, Gladney & Adams, and that final payment in the amount of $1243.58 will be made on or after April 8, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $39,049.79, and that no force account work was performed on the project. This contract was completed December 31, 1948 and accepted by the Commission February 28, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[redacted]

cc: Mr. W. C. Williams
1012 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
3-29-49

RECEIVED
MAR 8
FOR FILING

14-4324

2863

March 7, 1949

Gladney & Adams
P. O. Box 838
Klamath Falls
Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 28, 1949, had under discussion your request for an extension of time of 397 days, from November 30, 1947 to December 31, 1948, within which to complete your contract No. 2863 covering rock production on four state highways in Klamath County.

The Highway Commission granted your request for an extension of time, however, all engineering costs are to be charged from October 30, 1947 to December 31, 1948 as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
3-7-49, gk

RECEIVED
FEB 2 1949
FOR FILING

18-8304

2863

January 31, 1949

Oregon State Highway Commission

Request for extension of time
No. 3
February 28 and March 1 meeting

Gentlemen:

Herewith a request from Gladney and Adams for an extension of time on Contract No. 2863, Klamath Falls Rock Production Project, from November 30, 1947 to December 31, 1948. The project was completed December 31, 1948.

On October 21, 1947 the Commission approved an extension of time on this contract to November 30, 1947, with the stipulation that engineering costs be assessed after October 30, 1947.

The contractor has been extremely dilatory in the completion of this contract, and I recommend that this extension be granted, subject to the assessment of engineering costs from October 30, 1947 to December 31, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
JAN 18 19
FOR FILING

18-8304

2863

January 18,1949

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Gladney & Adams, on contract No. 2863, covering rock production on four state highways in Klamath County. This payment, in the amount of $5,237.33, will be made on or after January 28, 1949. The retained percentage is $1,169.26..

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Saint Paul-Mercury Indemnity Co.
W. C. Williams, Agent
1012 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
1-18-49 gl

Form E-1—5M—8-44

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan 8, 1949

Section Klamath Falls

Kind of work Cr Rk in Stk Piles

Highway Four State Highways

Section prefix 18-8304

Contractor Gladney and Adams

Contract number 2863

Date of contract Dec 31, 1946

Date of completion Aug 31, 19~~48~~ 47

Date work started Aug 18, 1947

~~[illegible]~~ date of completion Dec. 31, 1948

Amount of contract $38387.

Per cent of time elapsed 100 plus %

Estimated cost of completed project, exclusive of engineering $38975.47

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1100., 2.8 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor shaped up the piles during December so that we could measure them and found the job near enough completion for final estimate.

Sent the semi final estimate to Division Engr office Jan 7,1949.

H. W. LIBBY

P P Whitmore

Signed P.P.Whitmore,Res.Engr.

Address Box 1090 K. Falls.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 10 1949
OFFICE OF
CONSTRUCTION ENGINEER

STATE PRINTING DEPT.

RECEIVED
SEP 2? 1948
FOR FILING

19-8304

September 17, 1948

NOTED
H. B. GLAISYER

Mr. John Lichty
Failing Building
Portland 4, Oregon

Dear Mr. Lichty:

Subject: Gladney & Adams
Contract No. 2063

We have received your letter dated September 15 regarding a previous stop order withholding payments, under the above contract, which now may be released to the contractor.

We have today advised the Chief Accountant that warrants held up may be released. We have contacted the Construction Engineer and have been advised that Gladney & Adams are still working on the contract but progress is very slow. The date of completion, as far as we know, is not ascertainable.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

MRG:FAQ/ac

cc: M. H. [illegible]

NOTED ON CARD

9-17-48, gc

September 16, 1948
Salem, Oregon

Mr. M. E Hawke

We are enclosing herewith a copy of the letter from Mr. John Lichty on behalf of the St. Paul Mercury Indemnity Corporation, advising that Gladney & Adams have paid A. H. Saxton & Sons in full for the work performed by Saxton on Contract No. 2863.

You may release payments to the contractor as directed in the letter from the surety.

Secretary

HBG:FAC/sc

encl.

NOTED ON CARD

9-16-48 gf

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

September 15,
1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Gladney & Adams
Contract No. 2863

Please be advised that Gladney & Adams have this day paid A. H. Saxton & Sons in full for the work done by Saxton & Sons under the above contract.

On behalf of St. Paul Mercury Indemnity Corporation, surety on the contractor's bond, I am cancelling the stop order heretofore placed with you, and you may make any further payments due the contractor directly to it.

Will you be so kind as to contact the engineer, who is supervising Gladney & Adams on this contract, and advise me what progress they are making on the contract's completion. According to the assurances made me by the contractor the work should be completed by this time.

Yours very truly,

John Lichty

John Lichty

JL:m

Phoned Wicklander 9-16
and read first two #s
to her.
F. Query

NOTED ON CARD
9-16-48 jl

RECEIVED
SEP 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 20 1948
FOR FILING

18-8304

2863

15103
Note on card

August 18, 1948

Mr. W. C. Williams
St. Paul Mercury Indemnity Company
1012 Failing Building
Portland 4, Oregon

Dear Sir:

You are the surety of Gladney & Adams on Contract No. 2863 with the Oregon State Highway Commission for the Klamath Falls Rock Production Project. This contract was awarded on December 31, 1946, with a specified completion date of August 31, 1947. Work was not started until August 18, 1947, and an extension of time was granted them to October 30, 1947.

We are badly in need of the material to be crushed under this contract but in spite of the fact that the contract was ninety percent complete on July 25, they are making no effort to cooperate with the Department and complete the project. This job has been one of the most dilatory and aggravating in my entire highway experience and unless it is completed within the next month, I will be compelled to recommend to the Highway Commission that the bonding company be requested to finish the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - Gladney & Adams
H. G. Smith
W. E. Chandler

NOTED ON CARD
8-18-48

RECEIVED
AUG 20 1948
FOR FILING

18-8301

2863

August 18, 1948

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Lichty:

This note is written in response to your letter of August 17, 1948, requesting information concerning Gladney & Adams' Contract No. 2863 with the State Highway Commission for production of rock on four state highways in Klamath County.

The information requested is the same as that given you over the telephone yesterday. The latest information available in this office covers work performed by Gladney & Adams up to June 5, 1948, under Estimate No. 5.

According to this estimate the contractor has earned $34,428.51. The retained percentage on June 5 was $2,877.53. The difference amounts to $31,550.98, which represents actual payments to the contractors, including an amount of $4,256.91 which will be mailed to the contractor as soon as the warrant is received from the Secretary of State. According to the record the job was approximately 90 percent complete as of June 5.

You also inquire if claims have [illegible] filed against this job. We have no record of any claims in this office other than the one that you mention in your letter, which, I might say, has not been formally filed with the State Highway Commission.

A copy of the June 5 estimate, payable to Gladney & Adams, is enclosed as you requested.

We note the postscript in your letter in which you ask that further payments to the contractor be withheld pending your investigation of the Saxton & Co. claim. We shall be pleased to comply with your request, and instructions to that effect are being given to the auditor today. We would appreciate being advised as soon as possible when we can release the funds.

Respectfully yours,

NOTED ON CARD
8-18-48

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo
Enc.

Salem, Oregon
August 18, 1948

Mr. Malcolm H. Hawks

I have just received a letter ffom the St. Paul Mercury Indemnity Company, surety on the bond furnished by Gladney & Adams in connection with their contract, No. 2863, for rock production on four state highways in Klamath County, requesting that further payments to Gladney & Adams in connection with this job be withheld pending the surety's investigation of claims.

In view of this request, will you please hold up further payments to Gladney & Adams until further notified by this office.

Secretary

HBG:eo

cc - Mr. Floyd Query

Please note this on the card for this job.

H.B.G.

NOTED ON CARD

8-18-48

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

August 17,
1948

[illegible]

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glazier, Secretary

Gentlemen:

Re: Oregon State Highway Contract No. 2863 -
Gladney & Adams

I am the attorney for the St. Paul Mercury Indemnity Company, surety on the bond of the above contractor.

Will you kindly advise me the present status of this contract, particularly giving me the amount of the retained percentage and, if possible, a copy of the last estimate. Also let me know if you have any notice of claims filed with you.

Yours very truly,

John Lichty
John Lichty

JL:m

P.S. We have advice of a claim of Saxton & Co. for $10,298.00. Please withhold any payments due the contractor until we have had a chance to investigate this claim.

J.L.

RECEIVED
AUG 18 1948
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
[illegible] GLAISYER

NOTE TO Hunke
DATE 8-19

NOTED ON CARD
8-18-48

RECEIVED
NOV 14 1947
FOR FILING

18-8304

November 13, 1947

Gladney & Adams
P. O. Box 838
Klamath Falls
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 90 days, from August 31 to November 30, 1947, within which to complete your contract No. 2863 covering rock production on four state highways in the Klamath Falls Section, in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty for 60 days, from August 31 to October 30, 1947, after that time all engineering costs are to be assessed. Their action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler

NOTED ON CARD

11-13-47 gl

RECEIVED
MAR 27 '47
FOR FILING

12-43-13-4

March 26, 1947

Gladney and Adams
P.O. Box 838
Klamath Falls, Oregon

Gentlemen:

We are mailing you today a fully executed copy of contract No. 2863 which was awarded to you on December 31, 1946, covering the furnishing of 14,700 cubic yards of crushed rock in stockpiles for the Klamath Falls Rock Production Project on four state highways in Klamath County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fw

Recorded
JH

RECEIVED
JAN 3 1947
FOR FILING

18-8304

[illegible] - 63

January 2, 1947

Gladney & Adams
Post Office Box 838
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on December 31, 1946, awarded you the contract for the Klamath Falls Rock Production Project on four state highways in Klamath County. This award was based on your low bid of $38,367.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

23-8304 Ironside-Jamieson Rock Prod. 1947
John Day Highway

#2864

Files

RECEIVED
FORM E-90 25M 6-48
FOR FILING

23 - 8304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 14, 1947

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	15706	2864	4 & 5 Final	Jack R. Taggart	1,166.54	317958	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your acceptance for this job is on file in our office.

AAW

ACCOUNTING DIVISION

By
Bookkeeping Dept.

NOTED ON CARD
11-14-47 gl

Approved
Secretary

R. H. Baldock

RECEIVED
FOR FILING

October 20th, 1947

FINAL COST ANALYSIS
Rock Production

Ironside-Jamieson Section
Contract #2864

J. R. Taggert, Contractor
Lloyd Johnson, Resident Engineer

John Day Highway
Prefix 23-8304

23-8304

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
2½"-0" Cr. Rock in S.P.	2,680.9	Cu. Yd.	$2.30	$2.65	$6,158.78	$7,104.39
3/4"-½" " " " "	4,817.4	" "	2.30	2.65	11,064.09	12,766.11
½"-¼" " " " "	3,822.9	" "	2.30	2.65	8,778.25	10,130.69
¼"-0 " " " "	2,158.4	" "	2.30	2.65	4,955.70	5,719.65
PA #1, Clear, Grub and Level Stockpile Sites		All			21.20	100.00
Stockpile Screen Rejects	459	Cu. Yd.	0.25	0.25	114.75	114.75
Haul Adjustment, Favor of Contractor	595.8	Yd. Mi.	0.11	0.12	65.14	71.50
					$31,157.91	$36,007.20

Gross Revenue	$36,007.20
Total Cost	31,157.91
Net Profit	$4,849.29

Net Profit Equals 13.5% of Gross Revenue

NOTED
W. G. WILLIAMS

Ironside-Jamieson

Detail of Cost

Labor:

Supervision	$1,450.00	
Labor	9,741.12	
State Industrial Accident Insurance	644.47	
Social Security & Unemployment Insurance	429.64	
		$12,265.23

Equipment Rental & Miscellaneous:

Equipment Rental	$7,760.00	
Rented Equipment	4,375.28	
Gas, Oil & Grease	3,703.05	
Explosives	822.63	
P.U.C. Fees	53.83	
Interest & Taxes	260.72	
Bond	208.95	
Small Tools & Misc.	1,447.23	
Office & General Overhead	260.99	
		18,892.68

Total Cost $31,157.91

Ironside-Jamieson

Remarks:

This was a "State Project" calling for the production of 12,700 cubic yards of crushed rock in stockpiles. The project was bid and awarded December 31st, 1946; drilling was started June 11th, 1947, crushing June 24th, and the project was completed August 11th, 1947.

Equipment used by the contractor consisted of one three-crusher portable crushing plant, four 4 cu. yd. trucks, one D-7 tractor and dozer, one 10-B shovel, one TD-14 tractor and dozer which was rented for the duration of the job, one 105 compressor, one pickup and miscellaneous small tools as needed. Extra trucks for all long haul were rented on a yard mile basis.

This project was well handled throughout. The setting up of the plant was accomplished in eleven days and the total elapsed time of operation after starting crushing was 328 hours. Actual working time for the crushing was 297 hours. Total amounts of all rock crushed was 13,480 cubic yards, making the average per hour for elapsed time 41 cubic yards and the average per work time hour 45 cubic yards.

The project as a whole was very ordinary. Bid close to the engineer's estimate, used the designated quarry and experienced no difficulties in any manner. The ohly thing to be noted is that on every project the contractor undertakes he seems to become more proficient, experiences less down time and raises his average hourly production.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED

FOR FILING

25-2304

October 6, 1947

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2864 for work on the Ironside-Jamieson Section of the John Day Highway, in Malheur County, has been completed by the contractor, Jack R. Taggart, and that final payment in the amount of $1,166.54 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $36,007.20, and that no force account work was performed therein. This contract was completed on August 11,1947 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held the latter part of this month.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-6-47

RECEIVED
SEP [illegible] 1947
FOR FILING

pw

23-8304

#2864

September 29, 1947

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Higyway Commission to release to Jack R. Taggart a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2864 for crushed rock in stockpiles on the Ironside-Jamieson Section of John Day Highway, in Malheur County. This payment, which is in the amount of $5,332.29 reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,077.55. The present payment to the contractor will be made on or after October 9, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because our records show that the Union Pacific Insurance Co. is surety on the bond furnished by Jack R. Taggart, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

cm.

NOTED ON CARD
9-29-47, gl

Form E-1—3M—12-45

23-8304

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
No. 11
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 23, 1947

Section Ironside - Jamieson

Kind of work Rock Production

Highway John Day

Section prefix 23 - 8304

Contractor Jack R. Taggart

Contract number 2864.

Date of contract December 31, 1946

Date of completion August 11, 1947

Date work started June 11, 1947

Estimated date of completion August 11, 1947

Amount of contract $ 33,655.00

Per cent of time elapsed 64.4 %

Estimated cost of completed project, exclusive of engineering $ 33,655.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1,300.00, 3.86 %

Date project was completed August 11, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the crushing of rock on this project on Monday, August 11, 1947.

All the stockpiles have been remeasured.

The contractor expects to have all his equipment moved by Thursday, August 28, 1947, and the plant site all cleaned up.

H. W. LIEBY

AUG 25 1947

235 of 365 days

NOTED
E. A. PEASE

Signed L. C. Johnson

Address Box 402. Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			32.5		
Miles partially completed			32.5		
Miles completed			32.5		
Total estimated quantities			12,700 C.Y		
Estimated quantities moved or placed to date			12,700 C.Y		
Average daily quantities			57 C.Y		
Average daily quantities necessary to complete project on time			Complete		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

.... County, ... %; .... County, ... %; .... County, ... %; .... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Cloudy		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
JAN 17 1947
FOR FILING

23-8314

January 16, 1947

Mr. Jack R. Taggart
525 Rose St.
Salem
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2864 which was awarded to you on December 31, 1946 by the State Highway Commission, covering the furnishing of crushed rock in stockpiles on the Ironside-Jamieson Section of the John Day Highway, in Malheur County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
Encl. 1

Recorded

JB

RECEIVED
JAN 3 1947
FOR FILING

22-8304

#2804

January 2, 1947

Mr. Jack R. Taggart
525 Rose Street
Salem, Oregon

Dear Sir:

The State Highway Commission on December 31, 1946, awarded you the contract for the Ironside-Jamieson Rock Production Project on the John Day Highway in Malheur County. This award was based on your low bid of $33,655.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

S-11(2) Love Br. over Powder River 1947
near Richland, Baker-Homestead
#2865 Hwy

kw

RECEIVED
FOR FILING
S-11(2)

November 4, 1947

Continental Casualty Company
C. A. Tomassene, Agent
609 Wilcox Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2865, covering construction of Love Bridge over Powder River on the Baker-Homestead Highway, in Baker County, has been completed by the contractor, Lindstrom Bros., and that final payment in the amount of $2,032.37 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $22,934.71, and that no force account work was performed therein. This contract was completed on September 27, 1947 but has not been accepted by the Highway Commission, however, we anticipate that it will be accepted at the November Meeting of the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-4-47 gl

RECEIVED
FEB 1 1947
FOR FILING

3-11-2.

January 31, 1947

Lindstrom Bros.
7535 N.E. Broadway
Portland
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2865 which was awarded to you on January 8, 1947 by the State Highway Commission, covering Love Bridge over Powder River on the Baker-Homestead Highway, in Baker County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer
Secretary

gl

Recorded

RECEIVED
MAR 5 1947
FOR FILING
5211.(2)

AGENDA
FEB 3 1947
4-12

January 8, 1947

Lindstrom Bros.
0240 S. W. Palatine Hill Road
Portland 1, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of the "Love" Bridge over the Powder River on the Baker-Homestead Highway near Richland, in Baker County. This award was based on your bid of $29,931.50 submitted on December 31, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee
Enc.

cc - Mr. G. S. Paxson
Mr. S. H. Probert
Goldie Lewis

set confirmed

S&C

the account of ______ File $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 8, 1947
2:30 p.m.

Lindstrom Bros.
0240 S. W. Palatine Hill Road
Portland, Oregon

State Highway Commission awarded you today contract for construction of "Love" Bridge over Powder River on Baker-Homestead Highway, Baker County, based on your bid submitted December 31, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~[illegible]~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
JAN 9 1947
FOR FILING

S-11-2

January 8, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of January 7, 1947, we hereby concur in award of contract as of January 8, 1947 to Lindstrom Bros., Portland, Oregon, who submitted the low bid on December 31, 1946 for construction of the Love Bridge over the Powder River on the Baker - Homestead Highway, Oregon Federal Aid Secondary Project S-11(2).

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JAN 9 1947
OREGON
STATE HIGHWAY COMMISSION

January 7, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to the proposed new bridge, known as Love Bridge, over the Powder River on the Baker-Homestead Highway near Richmond, Project S-11 (2), we request your concurrence in the award of contract, as of January 8, 1947, to Lindstrom Bros. of Portland, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

RECEIVED
JAN 14 1947
FOR FILING

S-11 (2)

December 26, 1946

Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Attention: Mr. T. H. Davis

Gentlemen:

Subject: Love Bridge
S-11 (2)

Attached hereto find data to support our 1946 estimate of cost to construct the above-named project.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc G. S. Paxson

LOVE BRIDGE OVER POWDER RIVER

Baker-Homestead Highway - Baker County
F. A. Project No. S-11 (2)

December 31, 1946

Estimate of Cost Based on 1940 Unit Prices

Shoring, Cribbing, Etc.	All Required			$ 800.00
Structural Excavation	65 cu. yd.	at	$ 5.50	357.50
Strutural Excavation Below Elevations Shown	10 cu. yd.	at	7.50	75.00
Class A Concrete	220 cu. yd.	at	28.50	6,270.00
Metal Reinforcement	45,400 lbs.	at	0.07	3,178.00
Metal Rail	285 lin.ft.	at	6.30	1,795.50
Remove Old Bridge	All Required			1,000.00
				$13,476.00

Source and Explanation of 1940 Unit Prices

Shoring, Cribbing, Etc.

No work of same magnitude contracted in 1940. Estimated as follows:

Labor	400 man hours	at	1.20	480.00
Material	4 M-FBM lumber	at	40.00	160.00
Equipment Rental				120.00
Miscellaneous				40.00
		Total		800.00

Structural Excavation

No similar work done in 1940 in this locality. Estimated on per cubic yard basis as follows:

Labor	3 man hours	at	1.20	3.60
Tools and Equipment				0.75
Miscellaneous				1.00
		Total per cu. yd.		5.35
		Use		5.50

Class A Concrete

Low bid of $25.00 per cubic yard on the Buckles Creek Bridge, bid and contracted on August 23, 1940, is used as a basis for estimating and adjusted as follows:

Base Price	25.00
Add for additional cost, forms and falsework, beam construction over slab construction on composite frame trestle	2.00
Add for additional cost placing	1.00
Add for additional cost finishing	0.50
Total	28.50

Metal Reinforcing

Low bid of 0.06 per pound on the Ruckles Creek Bridge, bid and contracted for on August 23, 1940, is used as a base for estimating and adjusted as follows:

Base Price	0.06
Add for additional cost of placing footing, column and beam steel over slab steel on composite frame trestle	0.01
Total	0.07

Metal Rail

Work is similar to that on Lost River Bridge, a State project in Klamath County, bid and contracted on November 1, 1940.

Use contract price of $5.00, except add $1.30 for cost of extra concrete in wider rail curb.	6.30

Remove Old Bridge

No similar work done in 1940. Estimated as follows:

Labor	650 man hours	at	1.20	780.00
Equipment Rental				150.00
Miscellaneous				70.00
Total				1,000.00

The 1946 unit prices are arrived at by using 1940 unit prices adjusted by increase cost factors shown on the attached printed sheets as follows:

Shoring, Cribbing, Etc.	1.8770 x $800.00 =	$1,501.60	Use	1,500.00
Structural Excavation	1.6614 x 5.50 =	9.14	Use	9.00
Class A Concrete	1.5868 x 28.50 =	45.22		
Extra cost carpenter labor acct. isolated location of job (see cost figures submitted on Project FI-138 (4)		5.80		
Total Estimated Cost Concrete		51.02	Use	50.00

Metal Reinforcement	1.2788 x	$ 0.07 =	$ 0.0895	Use		0.09
Metal Rail	1.5306 x	6.30 =	9.64	Use		10.00

Remove Old Bridge

Labor	$ 780.00	at	1.62% =	$ 1,263.60		
Equipment	150.00	at	1.50% =	225.00		
Miscellaneous	70.00	at	1.50% =	105.00		
				1,593.60	Use	1,600.00

1946 Estimate of Cost

Shoring, Cribbing, Etc.	All Required			1,500.00
Structural Excavation	65 cu. yd.	at	9.00	585.00
Structural Excavation Below Elevations Shown	10 cu. yd.	at	12.00	120.00
Class A Concrete	220 cu. yd.	at	50.00	11,000.00
Metal Reinforcement	45,400 lbs.	at	0.09	4,086.00
Metal Rail	285 lin. ft.	at	10.00	2,850.00
Remove Old Bridge	All Required	at		1,600.00
				$ 21,741.00

DATA TO SUBSTANTIATE 1946 CONSTRUCTION ESTIMATES

LABOR

(a) A tabulation of data from certified pay rolls submitted by contractors on 20 bridge construction contracts in 1940 indicates the following:

Class of Labor	Per Cent of Total Pay Roll	Range of Rates	Average Rate
Supervisory	16	$1.20 hr. to $300 mo.	$1.21 hr.
Skilled	36	1.20/1.87½	1.22 hr.
Intermediate	22	0.75/1.25	0.78 hr.
Common	26	0.60/0.75	0.62 hr.

(b) A tabulation of data from certified pay rolls submitted by contractors on all bridge construction contracts active in 1946 to March 15, 1946 indicates the following:

Class of Labor	Per Cent of Total Pay Roll	Range of Rates	Average Rate
Supervisory	25	$1.50 hr. to $350 mo.	$2.07 hr.
Skilled	61	1.20/1.67½	1.47 hr.
Intermediate	5	1.10/1.15	1.11 hr.
Common	9	0.95/1.25	1.06 hr.

(c) Percentage job increase of 1946 labor rates over 1940 labor rates is arrived at as follows:

1940	1946
16% at 1.21 = 0.1936	25% at 2.07 = 0.5175
36% at 1.22 = 0.4392	61% at 1.47 = 0.8967
22% at 0.78 = 0.1716	5% at 1.11 = 0.0555
26% at 0.62 = 0.1612	9% at 1.06 = 0.0954
0.9656	1.5651

Per cent increase $= \frac{1.5651}{0.9656} = 1.62\%$, or 62% over 1940 costs

Note that the above increase reflects only the pay roll dollar increase. It does not take into account the intangible items of industrial insurance, public liability and property damage insurance, social security and unemployment insurance, transportation and per diem costs of workmen. All of these items are a part of labor costs, and when taken into consideration, will reflect further increases in the job costs. Data on such costs are being assembled and will be shown at a later date.

MATERIAL

Preliminary investigation into advances in material costs indicate the following:

Item	1940	1946	Per Cent Increase
Portland Cement (Bbl. Portland Bulk)	$1.90	$2.35	24
Screened Gravel (c.y. Portland)	0.75	1.25	67
Sand (c.y. Portland)	0.75	1.25	67

Metal Reinforcing

1940 Job	Tons	M. from Portland	1940	1946	% inc.
Canyon Creek Bridge	18	277	4.15	4.60	11
Henley Flume	15	302	4.30	4.75	10
Davies Grade Separation	143	40	3.48	3.88	11
Gooserock Bridge	65	310	3.83	4.53	18
COID Canal	4	200	4.46	4.86	9
North Canal	7	200	4.28	4.73	10
Lost River	23	307	3.78	4.43	17
Beaver Creek	17	96	3.50	4.03	18
Cox Creek	20	76	3.87	4.57	18

Prices shown are per cwt. f.o.b. job site.

Lumber (M)	20.00	48.00	140
Hardware (cwt.)	4.00	6.00	50
Structural Steel (lb.)	0.055	0.08	45
Office & Overhead (Assumed)			50
Equipment Rental (Assumed)			50
Steel Rail (l. ft.)	4.20	4.83	15

JOB COST BREAKDOWN

A tabulation of data from final cost analysis made by resident engineers on 30 bridge construction jobs indicates the labor-material breakdown on major bid items to be as follows:

Shoring, Cribbing, Etc.

Labor	60% of cost
Material	35% of cost
Miscellaneous	5% of cost

Dry Excavation:

Labor	82% of cost
Materials	7% of cost
Equipment	9% of cost
Miscellaneous	2% of cost

Wet Excavation:

Labor	40% of cost
Material	30% of cost
Equipment	18% of cost
Miscellaneous	12% of cost

Drive Piles:

Labor	57% of cost
Equipment	26% of cost
Miscellaneous	17% of cost

Furnish Piling:

Material	100% of cost

Concrete:

Cement	26% of cost
Gravel	10% of cost
Sand	6% of cost
Lumber	10% of cost
Hardware	1% of cost
Labor-Forms & FW	18% of cost
Labor-Mix & Place	9% of cost
Labor-Finish	4% of cost
Equipment	5% of cost
Miscellaneous	11% of cost

Metal Reinforcing:

Labor	21% of cost
Material	77% of cost
Miscellaneous	2% of cost

Handrail:

Labor	47% of cost
Materials	
Cement	2% of cost
Sand	1% of cost
Gravel	1% of cost
Metal Reinforcement	1% of cost
Steel Rail	29% of cost
Forms	9% of cost
Miscellaneous	10% of cost

Structural Steel:

Labor	16% of cost
Materials	75% of cost
Equipment	7% of cost
Miscellaneous	2% of cost

Treated Lumber:

Labor	12% of cost
Lumber	73% of cost
Hardware	7% of cost
Miscellaneous	8% of cost

Labor and material increases shown above are reflected in the 1946 unit bid prices as follows:

Shoring, Cribbing, Etc.

Labor	60%	x	62%	increase	0.3620
Material	35%	x	140%	"	0.4900
Miscellaneous	5%	x	50%	"	0.0250
			Cost Increase Factor		0.8770

1946 Cost - 1.8770 x 1940 U. P. or Est.,

Dry Excavation:

Labor	82%	x	62%	increase	0.5084
Material	7%	x	140%	"	0.0980
Equipment	9%	x	50%	"	0.0450
Miscellaneous	2%	x	50%	"	0.0100
			Cost Increase Factor		0.6614

1946 Cost - 1.6614 x 1940 U. P. or Est.

Wet Excavation:

Labor	40%	x	62%	increase	0.2480
Material	30%	x	140%	"	0.4200
Equipment	18%	x	50%	"	0.0900
Miscellaneous	12%	x	50%	"	0.0600
			Cost Increase Factor		0.8180

1946 Cost - 1.8180 x 1940 U. P. on Est.

Drive Piles:

Labor	57%	x	62%	increase	0.3534
Equipment	26%	x	50%	"	0.1300
Miscellaneous	17%	x	50%	"	0.0850
			Cost Increase Factor		0.5684

1946 Cost - 1.5684 x 1940 U. P. or Est.

Concrete:

Cement	26%	x	24%	increase	0.0624
Gravel	10%	x	67%	increase	0.0670
Sand	6%	x	67%	"	0.0420
Lumber	10%	x	140%	"	0.1400

Hardware	1%	x	50%	increase	0.0050
Labor	31%	x	62%	"	0.1922
Equipment	5%	x	50%	"	0.0250
Miscellaneous	11%	x	50%	"	0.0550
			Cost Increase Factor		0.5868

1946 Cost - 1.5868 x 1940 U. P. or Est.

Metal Reinforcing:

Labor	21%	x	62%	increase	0.1302
Material	77%	x	increase shown for each job		
Miscellaneous	2%	x	50%	increase	0.0100

Handrail:

Labor	47%	x	62%	increase	0.2914
Cement	2%	x	24%	"	0.0048
Sand	1%	x	67%	"	0.0067
Gravel	1%	x	67%	"	0.0067
Metal Reinf.	1%	x	15%	"	0.0015
Steel Rail	29%	x	15%	"	0.0435
Forms	9%	x	140%	"	0.1260
Miscellaneous	10%	x	50%	"	0.0500
			Cost Increase Factor		0.5306

1946 Cost - 1.5306 x 1940 U. P. or Est.

Structural Steel:

Labor	16%	x	62%	increase	0.0992
Material	75%	x	45%	"	0.3375
Equipment	7%	x	50%	"	0.0350
Miscellaneous	2%	x	50%	"	0.0100
			Cost Increase Factor		0.4817

1946 Cost - 1.4817 x 1940 U. P. or Est.

Treated Lumber:

Labor	12%	x	62%	increase	0.0744
Lumber	73%	x	140%	"	1.0220
Hardware	7%	x	50%	"	0.0350
Miscellaneous	8%	x	50%	"	0.0400
			Cost Increase Factor		1.1714

1946 Cost - 2.1714 x 1940 U. P. or Est.

The data herein will be used in supporting 1946 estimates of cost for construction when these estimates are greater than 35% of the 1940 estimates of cost for the same construction.

1940 estimates are arrived at by using low bid prices on comparable construction whenever such are applicable. When comparable work low bid prices are not available then a reasonable cost estimate is prepared, using as a basis, wage scales, equipment rental rates, and other data affecting construction costs for that period.

1946 estimates are arrived at by using 1940 cost estimates and adjusting them by use of price increases for the various items of work as shown herein, and other factors affecting 1946 construction costs.

S-218(3) Hardman Hill Sec., Heppner- 1947
Spray Secon. Hwy.
#2866

RECEIVED
NOV 28 1947
FOR FILING

S-218 (3)

November 26, 1947

The Aetna Casualty and Surety Co.
Hartford 15
Conn.

Gentlemen:

You are hereby notified that State Highway Contract No. 2866 for work on the Hardman Hill Section of the Heppner-Spray Highway, in Morrow County, has been completed by the contractor, J. S. Risley, and that final payment in the amount of $4,315.72 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $108,623.01, of which amount $57.80 represents the amount of force account items. This contract was completed on September 25, 1947 but has not been completed by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

11-26-47

W

RECEIVED
OCT 3 1947
FOR FILING

S-218 (3)

October 2, 1947

The Aetna Casualty and Surety Co.,
Bates, Lively & Pearson, Agent,
Yeon Building,
Portland 4, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. S. Risley, on contract No. 2866, covering the Hardman Hill Section of Heppner-Spray Highway, in Morrow County. This payment, in the amount of $3,589.85, will be made on or after October 13, 1947. The retained percentage is $3,226.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

cm.

NOTED ON CARD

10-2-47 g.l

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RECEIVED
OCT 3 1947
FOR FILING

S-218(3)
2866

September 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 25, 1947 on Contract No. 2866, Hardman Hill Section in connection with Federal Aid Project No. S-218 (3).

Very truly yours,

W. C. Williams
Ass. State Highway Engineer

DBP:ew

Form E-1—5M—4-47
S-218(2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug 29, 1947, 19

Section Hardman Hill
Kind of work Grad and Surf
Highway Heppner - Spray
Section prefix 125-1016
Contractor J.S. Risley
Contract number 2866
Date of contract Jan 10, 1947, 19
Date of completion Oct 31, 1947, 19
Date work started Jan 10, 1947, 19
Estimated date of completion Sept 15, 1947, 19
Amount of contract $ 115,718
Per cent of time elapsed 70 %
Estimated cost of completed project, exclusive of engineering $ 115,718
Per cent of contract completed, based on total contract price 94 %
Engineering cost to date, $ 5800, 5.5 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished placing the final seal on this section on Monday of this week. A blade with broom has been maintaining the surface all the rest of this week. The contractor is now putting out the stockpiled materials and will be about two week on this work.

NOTED
E. A. PEASE

SEP 2 1947

H.W. LIBBY

Signed Dean Swift
Address Condon, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.66	3.66		3.66	
Miles partially completed					
Miles completed	3.66	3.66		3.66	
Total estimated quantities	46,000	20,000	1,100	1,460	
Estimated quantities moved or placed to date	46,000	20,000	00	1,450	
Average daily quantities				200	
Average daily quantities necessary to complete project on time				30	
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				12	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., trucks 6, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair all	week no lost time	
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July 3, 1947

S-218(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-218(3)
Hardman Hill Section
Heppner-Spray Highway

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jion

m PR 2 (Revised 1946)

State Oregon WA8pr 7274
Project No. S-610(3)

~~Federal Aid~~
Secondary
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of November, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-seven thousand one hundred twenty and 00/100 dollars ($67,120.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 32, Laws 1920; Chapter 539, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 272+00 in the NE 1/4 Section 28, T-4-S, R-25-E, W.M. and survey station 465+50 in the NE 1/4 Section 3, T-5-S, R-25-E, W.M. without exception

, length 3.663 miles, in Morrow County, being Oregon Federal Aid/ Secondary project No. S-218(3), consisting of 3.663 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED
OREGON

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-seven thousand one hundred twenty and 00/100 dollars ($67,120.00), which does not exceed the authorized Federal pro rata share of one hundred twenty-seven thousand five hundred seventy and 30/100 dollars ($127,570.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

Attest
By
SECRETARY
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 1 1947
OREGON DISTRICT

RECEIVED
JUN 11 1947
FOR FILING

S-218(3)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Hardman Hill Section, Project No. S-218 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-218 (3)

HARDMAN HILL SECTION OF THE

HEPPNER-SPRAY HIGHWAY IN MORROW COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1947

Outside City (Sta. 272+00 to 451+58)

All Required		Clearing and Grubbing (95%)		$ 5,700.00
305	cu. yds.	Structural Excavation, Unclassified	$4.00	1,220.00
42,200	cu. yds.	General Excavation, Unclassified	0.90	37,980.00
70,280	yd. sta.	Short Overhaul	0.03	2,108.40
970	C-yd.sta.	Long Overhaul	0.50	485.00
9,620	lin. ft.	Rounding Cutbanks	0.20	1,924.00
3.40	miles	Finishing Roadbed and Slopes	600.00	2,040.00
240	lin. ft.	18" Corr. Metal Pipe	3.00	720.00
100	lin. ft.	24" Corr. Metal Pipe	4.50	450.00
40	lin. ft.	36" Corr. Metal Pipe	8.00	320.00
80	lin. ft.	48" Corr. Metal Pipe	12.00	960.00
140	lin. ft.	48" Extra Strength Corr. Metal Pipe, Protected Invert	15.00	2,100.00
110	lin. ft.	Salvaging Culvert Pipe	3.00	330.00
14,400	cu. yds.	2" - 0" Rock in Base	2.00	28,800.00
3,530	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	7,942.50
460	M-gals.	Sprinkling	3.00	1,380.00
3.40	miles	Preparation of Base	200.00	680.00
380	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	1,330.00
1,350	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	4,725.00
65	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	2,145.00
74	tons	Furnishing and Placing 151-200 Asphalt	33.00	2,442.00
46	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	1,518.00
			Subtotal	$107,299.90
			10% Engr. & Cont.	10,729.99
			Total	$118,029.89

Length 3.363 miles
Cost per mile $35,096.60

Inside City of Hardman (Sta. 451+58 to 465+50)

All Required		Clearing and Grubbing (5%)		$ 300.00
15	cu. yds.	Structural Excavation, Unclassified	$4.00	60.00
3,800	cu. yds.	General Excavation, Unclassified	0.90	3,420.00
2,720	yd. sta.	Short Overhaul	0.03	81.60
780	lin. ft.	Rounding Cutbanks	0.20	156.00
0.26	mile	Finishing Roadbed and Slopes	600.00	156.00
190	lin. ft.	18" Corr. Metal Pipe	3.00	570.00
1,100	cu. yds.	2" - 0" Rock in Base	2.00	2,200.00
270	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	607.50
40	M-gal.	Sprinkling	3.00	120.00
0.26	mile	Preparation of Base	200.00	52.00
30	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	105.00
100	cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	165.00
6	tons	Furnishing and Placing 151-200 Asphalt	33.00	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	132.00
			Subtotal	$ 8,673.10
			10% Engr. & Cont.	867.31
			Total	$ 9,540.41

Length 0.264 mile
Cost per mile $36,137.91

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$118,029.89	$62,100.00	$55,929.89
Inside Hardman	9,540.41	5,020.00	4,520.41
	$127,570.30	$67,120.00	$60,450.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 6, 1946

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statements to accompany plans and specifications for the Hardman Hill Section, Project No. S-218 (3).

Six bid proposals and one set of blue print plans are being sent under separate cover.

No landscaping work is contemplated for this project for the reason that the volume of traffic, in our opinion, does not justify expenditure for beautification and climatic conditions are such that no erosion difficulties are anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:BM

Encl.

HARDMAN HILL SECTION

PROJECT NO. S-218 (3)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 6, 1946

Oregon State Highway Department

Federal Aid Secondary
Project No. S-218 (3)

HARDMAN HILL SECTION OF THE
HEPPNER-SPRAY HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 6, 1946

Outside City (Sta. 272+00 to 451+58)

All Required		Clearing and Grubbing (95%)		$ ~~1,900.00~~	3325.00
305	cu. yds.	Structural Excavation, Unclassified	$ 3.00	915.00	
42,200	cu. yds.	General Excavation, Unclassified	~~0.65~~ .70	~~27,430.00~~	29540.00
70,280	yd. sta.	Short Overhaul	0.02	1,405.60	
970	C-yd. sta.	Long Overhaul	0.50	485.00	
9,620	lin. ft.	Rounding Cutbanks	~~0.15~~ .12	1,443.00	
3.40	miles	Finishing Roadbed and Slopes	450.00	1,530.00	
240	lin. ft.	18" Corr. Metal Pipe	~~3.25~~ 3.00	780.00	
100	lin. ft.	24" Corr. Metal Pipe	4.50	450.00	
40	lin. ft.	36" Corr. Metal Pipe	~~8.50~~ 7.00	340.00	
80	lin. ft.	48" Corr. Metal Pipe	14.00	1,120.00	
140	lin. ft.	48" Extra Strength Corr. Metal Pipe, Protected Invert	16.00	2,240.00	
110	lin. ft.	Salvaging Culvert Pipe	1.50	165.00	
14,400	cu. yds.	2" - 0" Rock in Base	~~1.85~~ 2.10	~~26,640.00~~	30,240.00
3,530	cu. yds.	3/4" - 0" Rock in Base and Shoulders	~~2.00~~ 2.25	~~7,060.00~~	7942.50
460	M-gals.	Sprinkling	~~3.00~~ 2.50	1,380.00	
3.40	miles	Preparation of Base	200.00	680.00	
380	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	1,330.00	
1,350	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	4,725.00	
65	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	~~32.00~~ 33.00	~~2,080.00~~	2145.00
74	tons	Furnishing and Placing 151-200 Asphalt	~~32.00~~ 33.00	~~2,368.00~~	2442.00
46	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	~~32.00~~ 33.00	~~1,472.00~~	1518.00
		Subtotal		$87,938.60	96141.10
		10% Engr. & Cont.		8,793.86	
		Total		$96,732.46	

Length 3.663 miles
Cost per mile $26,407.98

Inside City of Hardman (Sta. 451+58 to 465+50)

All Required		Clearing and Grubbing (5%)			$ ~~100.00~~	175.00
15	cu. yds.	Structural Excavation, Unclassified	$3.00		45.00	
3,800	cu. yds.	General Excavation, Unclassified	~~0.65~~	.70	~~2,470.00~~	2660.00
2,720	yd. sta.	Short Overhaul	0.02		54.40	
780	lin. ft.	Rounding Cutbanks	0.15		117.00	
0.26	mile	Finishing Roadbed and Slopes	450.00		117.00	
190	lin. ft.	18" Corr. Metal Pipe	3.25		617.50	
1,100	cu. yds.	2" - 0" Rock in Base	~~1.85~~	2.10	~~2,035.00~~	2310.00
270	cu. yds.	3/4" - 0" Rock in Base and Shoulders	~~2.00~~	2.25	~~540.00~~	607.50
40	M-gals.	Sprinkling	3.00		120.00	
0.26	mile	Preparation of Base	200.00		52.00	
30	cu. yds.	3/4" - 0" Rock in Binder Course	3.50		105.00	
100	cu. yds.	Furnishing and Placing Aggregates	3.50		350.00	
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	~~32.00~~	33.00	~~160.00~~	165.00
6	tons	Furnishing and Placing 151-200 Asphalt	~~32.00~~	33.00	~~192.00~~	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	~~32.00~~	33.00	~~128.00~~	132.00
		Subtotal			$ 7,202.90	7825.00
		10% Engr. & Cont.			720.29	
		Total			$ 7,923.19	

Length 0.264 mile

Cost per mile $30,012.08

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$ 96,732.46	$52,685.00	$44,047.46
Inside Hardman	7,923.19	4,315.00	3,608.19
	$104,655.65	$57,000.00	$47,655.65

December 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Hardman Hill Section, which estimate has been revised to conform with the estimate for use in comparison of bids.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:MM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-218 (3)

HARDMAN HILL SECTION OF THE

HEPPNER-SPRAY HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 27, 1946

Outside City (Sta. 272+00 to 451+58)

All Required

		Clearing and Grubbing (95%)		$ 2,850.00
305	cu. yds.	Structural Excavation, Unclassified	$ 3.00	915.00
42,200	cu. yds.	General Excavation, Unclassified	0.70	29,540.00
70,280	yd. sta.	Short Overhaul	0.02	1,405.60
970	C-yd. sta.	Long Overhaul	0.50	485.00
9,620	lin. ft.	Rounding Cutbanks	0.15	1,443.00
3.40	miles	Finishing Roadbed and Slopes	450.00	1,530.00
240	lin. ft.	18" Corr. Metal Pipe	3.25	780.00
100	lin. ft.	24" Corr. Metal Pipe	4.50	450.00
40	lin. ft.	36" Corr. Metal Pipe	8.50	340.00
80	lin. ft.	48" Corr. Metal Pipe	14.00	1,120.00
140	lin. ft.	48" Extra Strength Corr. Metal Pipe, Protected Invert	16.00	2,240.00
110	lin. ft.	Salvaging Culvert Pipe	1.50	165.00
14,400	cu. yds.	2" - 0" Rock in Base	2.10	30,240.00
3,530	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	7,942.50
460	M-gals.	Sprinkling	3.00	1,380.00
3.40	miles	Preparation of Base	200.00	680.00
380	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	1,330.00
1,350	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	4,725.00
65	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	2,080.00
74	tons	Furnishing and Placing 151-200 Asphalt	32.00	2,368.00
46	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	1,472.00
			Subtotal	$ 95,481.10
			10% Engr. & Cont.	9,548.11
			Total	$105,029.21

Length 3.663 miles
Cost per mile $28,672.97

Inside City of Hardman (Sta. 151+98 to 165+90)

All Required		Clearing and Grubbing (LS)		$ 150.00
15	cu. yds.	Structural Excavation, Unclassified	$3.00	45.00
3,800	cu. yds.	General Excavation, Unclassified	0.70	2,660.00
2,720	yd. sta.	Short Overhaul	0.02	54.40
780	lin. ft.	Rounding Cutbanks	0.15	117.00
0.26	mile	Finishing Roadbed and Slopes	450.00	117.00
190	lin. ft.	18" Corr. Metal Pipe	3.25	617.50
1,100	cu. yds.	2" - 0" Rock in Base	2.10	2,310.00
270	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	607.50
40	M-gals.	Sprinkling	3.00	120.00
0.26	mile	Preparation of Base	200.00	52.00
30	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	105.00
100	cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	160.00
6	tons	Furnishing and Placing 151-200 Asphalt	32.00	192.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	128.00
			Subtotal	$ 7,785.40
			10% Engr. & Cont.	778.54
			Total	$ 8,563.94

Length 0.264 mile

Cost per mile $32,439.16

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$105,029.21	$52,703.00	$52,326.21
Inside Hardman	8,563.94	4,297.00	4,266.94
	$113,593.15	$57,000.00	$56,593.15

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FEB 10 1947
FOR FILING

S-218(3)

February 7, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 5, 1947, on Contract No. 2866, Hardman Hill Section, in connection with Federal Aid Project No. S-218 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

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FEB 1 1947
FOR FILING

2-1-3

January 31, 1947

Mr. J. S. Risley
Rte. #10, Box 800
Milwaukie 2
Oregon

Dear Sir:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on January 10, 1947 by the State Highway Commission, as follows:

> Contract No. 2866, covering regrading and surfacing on the Hardman Hill Section of the Heppner-Spray Highway, in Morrow County.
>
> Contract No. 2867, covering grade widening and surfacing on the Rhea Creek-Hardman Hill Section of the Heppner-Spray Highway, Morrow County.

These copies are for your record and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
MAR 5 1947
FOR FILING

S-218(3)

#2866

January 10, 1947

Mr. J. S. Risley
Route 10, Box 800
Milwaukie 2, Oregon

Dear Mr. Risley:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for the Hardman Hill and Rhea Creek-Hardman Hill Sections of the Heppner-Spray Secondary Highway, in Morrow County. These awards were based on your combination bid of $192,388 submitted on December 31, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. E. Probert
Mr. H. G. Smith
Goldie Lewis

Charge to the account of ____________________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 10, 1947

J. S. Risley
Route 10, Box 800
Milwaukie, Oregon

State Highway Commission awarded you today contracts for Hardman Hill and Rhea Creek-Hardman Hill Sections of Heppner-Spray Secondary Highway, in Morrow County based on your combination bid submitted December 31, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
JAN 11 1947
FOR FILING
S-218 (3)

January 10, 1947

Mr. J. S. Risley
Route 10, Box 800
Milwaukie 2, Oregon

Dear Mr. Risley:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for the Hardman Hill and Rhea Creek-Hardman Hill Sections of the Heppner-Spray Secondary Highway, in Morrow County. These awards were based on your combination bid of $192,308 submitted on December 31, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

ge to the account of ______ $ Fills

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 10, 1947

J. S. Risley
Route 10, Box 800
Milwaukie, Oregon

State Highway Commission awarded you today contracts for Hardman Hill and Rhea Creek-Hardman Hill Sections of Heppner-Spray Secondary Highway, in Morrow County based on your combination bid submitted December 31, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Charge

RECEIVED
JAN 9 1947
FOR FILING

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

[illegible]

January 8, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your wire of today, we hereby concur in award of contract as of January 10, 1947 for Oregon Federal Aid Secondary Project No. S-218(3), Hardman Hill Section of the Heppner - Spray Highway, to J. S. Risley, Portland, Oregon, who submitted the low bid at the opening on December 31, 1946.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JAN 9 1947
OREGON
STATE HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$	CHECK
S	ACCOUNTING INFORMATION
F	TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

JANUARY 8 19 47

To MR. T. M. DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD AS OF JANUARY 10 OF CONTRACT FOR HARDMAN HILL SECTION TO J. S. RISLEY ON BASIS OF COMBINATION BID SUBMITTED DECEMBER 31. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
1-[illegible]
FOR FILING

S 218(3)

January 3, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of price analysis for major bid items on the Hardman Hill Section, Project No. S-218 (3), in accordance with the requirements of your memorandum of March 14, 1946, that supporting analysis must be submitted when the total bid for major items of a project exceed the estimated cost for those items based on 1940 unit prices, by more than 35%.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:[illegible]

Encl.

PRICE ANALYSIS

HARDMAN HILL SECTION

PROJECT NO. S-218(3)

I. AMOUNT BY WHICH TOTAL OF BID EXCEEDS TOTAL ESTIMATE BASED ON 1940 UNIT PRICES

Total Amount of Bid (Less Lump Sum Reduction of $2,730.00)	$113,243.00
Total Amount of Estimate Based on 1940 Unit Costs	64,583.70
Difference (dollars)	$ 48,659.30
Difference (percentage)	75.3%

II. PRICE COMPARISON FOR MAJOR ITEMS

		Low Bid		1940 Estimate		
Item	Quantity	Unit Price	Amount	Unit Price	Amount	Percentage Increase
General Excavation, Unclassified	46,000 c.y.	$ .90	$41,400.00	$ .40	$18,400.00	125.0%
2" - 0" Rock in Base	15,500 "	2.00	31,000.00	1.37	21,235.00	46.0%
3/4" - 0" Rock in Base and Shoulders	3,800 "	2.25	8,550.00	1.37	5,206.00	64.2%
Furnishing and Placing Aggregates	1,860 "	3.50	6,510.00	2.57	4,780.20	36.2%
Furnishing and Placing Asphalt	200 tons	33.00	6,600.00	23.60	4,720.00	39.8%
Proportionate lump sum reduction			-2,267.00			
			$91,793.00		$54,341.20	68.9%

III. 1946 PRICES AS CALCULATED FROM 1940 PRICES

(For items bid at prices exceeding 1940 prices by more than 35%)

	Percentage of Item Cost, 1940	Cost Increase 1940 to 1946	Effect on 1946 Bid Prices
General Excavation, Unclassified			
Labor (40% of 32% plus 60% of 35%)	33.8%	55%	18.59%
Equipment (40% of 44% plus 60% of 34%)	38.0%	50%	19.00%
Miscellaneous (40% of 24% plus 60% of 31%)	28.2%	40%	11.28%
		Total Increase	48.87%

Calculated 1946 price: 1940 price of $0.40 per cubic yard plus 48.87% equals $0.595 per cubic yard. Low bid was $0.90 per cubic yard.

* Above calculations are based on estimated classification of 40% common and 60% solid rock.

2" - 0" Rock in Base, 3/4" - 0" Rock in Base and Shoulders			
Labor	44%	55%	24.20%
Equipment	32%	50%	16.00%
Miscellaneous	24%	40%	9.60%
		Total Increase	49.80%

Calculated 1946 price: 1940 price of $1.37 per cubic yard plus 49.80% equals $2.05 per cubic yard. Low bid price for 2" - 0" Rock in Base was $2.00 per cubic yard. Low bid price for 3/4" - 0" Rock in Base and Shoulders was $2.25 per cubic yard. The average low bid price for the above items was $2.05 per cubic yard.

Furnishing and Placing Aggregates			
Labor	45%	55%	24.75%
Equipment	32%	50%	16.00%
Miscellaneous	23%	40%	9.20%
		Total Increase	49.95%

Calculated 1946 price: 1940 price of $2.57 per cubic yard plus 49.95% equals $3.85 per cubic yard. Low bid price was $3.50 per cubic yard.

Furnishing and Placing Asphalt			
Labor	15%	55%	8.25%
Equipment	8%	50%	4.00%
Asphalt	67%	12%	8.04%
Miscellaneous	10%	40%	4.00%
		Total Increase	24.29%

Calculated 1946 price: 1940 price of $24.50 per ton plus 24.29% equals $30.45. Low bid price was $33.00 per ton.

IV. CONDITIONS JUSTIFYING PRICES HIGHER THAN CALCULATED ABOVE

No consideration is given in the above calculations to the following factors for which allowance is justifiably included in 1946 bid prices:

1. Comparative inefficiency of labor.
2. Prospect of further increases in costs of labor, materials, freight, etc.
3. Unsettled conditions, likely to be a source of delay, difficulty and extra cost in obtaining labor and materials.

In our opinion, the justifiable allowance for the above factors is ten per cent. When this is added to the 1940 prices as calculated above all major items except "General Excavation, Unclassified" are well within justifiable limits.

On the 1940 project used as a basis for establishing the 1940 price for excavation on the present project, the excavation averaged 32,500 cubic yards per mile, while on the present project the excavation averages 12,500 cubic yards per mile. Also, since the excavation is bid on a single classification basis which was estimated at 60% solid rock, it is not unlogical to presume the contractor in preparing his bid may have estimated the material at 70% solid rock. Reasonable estimates of 1940 prices for excavation work of the type occurring on the present project are $0.25 per cubic yard for common excavation and $0.65 per cubic yard for solid rock excavation. Based on the above assumptions, the 1940 unit price for excavation would be 30% of $0.25 plus 70% of $0.65 or $0.53 per cubic yard. The approximate increase of excavation costs above 1940 costs is 49%. Accordingly, the calculated 1946 price would be $0.53 plus 49%, or $0.79, and adjustment for the ten per cent allowance mentioned above results in a calculated price of $0.87 per cubic yard. A proportionate share of the lump sum reduction of $2,730.00, included in the contractor's bid, applied to the excavation item reduces the total amount from $41,400.00 to $40,402.00, or a resulting unit price of $0.88 per cubic yard, which price compares favorably with the unit price as calculated above.

Complete

COMPARATIVE COSTS OF 1940 CONTRACTS AWARDED AND 1946 PROJECTS TO BE AWARDED BY OREGON STATE HIGHWAY COMMISSION

The increase in costs of labor, materials, rentals and miscellaneous supplies is as follows:

Item	Range of Increase	Average Increase
Labor	27 - 89%	55%
Materials	13 - 140%	45%
Rentals	16 - 130%	50%
Miscellaneous	13 - 125%	40%

The proportion in which each of the above items appear in the cost of the contracts awarded by the Oregon State Highway Commission varies considerably with the type of contract awarded. The average proportion for clearing and grubbing, grading, surfacing, oiling, concrete paving, etc., is:

Item	Range of Increase	General Average
Labor	13 - 48%	34%
Materials	0 - 72%	20%
Rentals	3 - 44%	26%
Miscellaneous	8 - 31%	20%

The average increase in present bid prices above 1940 bid prices can, therefore, be expected as follows:

Item	Factors	Effect on Present Bid Prices
Labor	55 x 34	19%
Materials	45 x 20	9%
Equipment Rentals	50 x 26	13%
Miscellaneous	40 x 20	8%
	Total Increase	49%

JOB COST BREAKDOWN

A tabulation of data from final cost analysis made by the Cost Analyst Department on various construction contracts indicates the breakdown on the components of construction costs to be:

Clearing and Grubbing:

Labor, including insurance	42% of cost
Equipment Rental	32% of cost
Miscellaneous	26% of cost

Excavation, Common including Haul:

Labor, including Insurance	32% of cost
Equipment Rental	44% of cost
Miscellaneous	24% of cost

Excavation, Solid including Haul:

Labor, including Insurance	35% of cost
Equipment Rental	34% of cost
Miscellaneous	31% of cost

Excavation, Trench:

Labor, including Insurance	48% of cost
Equipment Rental	25% of cost
Miscellaneous	27% of cost

Concrete Pipe:

Labor, including Insurance	22% of cost
Materials	66% of cost
Equipment Rental	3% of cost
Miscellaneous	9% of cost

Corrugated Metal Pipe:

Labor, including Insurance	13% of cost
Materials	72% of cost
Equipment Rental	3% of cost
Miscellaneous	12% of cost

Topping in Place:

Labor, including Insurance	45% of cost
Equipment Rental	31% of cost
Miscellaneous	24% of cost

Crushed Rock in Base and Shoulders:

Labor, including Insurance	44% of cost
Equipment Rental	32% of cost
Miscellaneous	24% of cost

Asphalt in Place:

Labor, including Insurance	15% of cost
Materials	67% of cost
Equipment Rental	8% of cost
Miscellaneous	10% of cost

Mineral Aggregate in Place:

Labor, including Insurance- - - - - - - - - - - - - - - - - - - -	45% of cost
Equipment Rental- -	32% of cost
Miscellaneous -	23% of cost

Asphaltic Concrete Pavement:

Labor, including Insurance- - - - - - - - - - - - - - - - - - - -	26% of cost
Materials -	52% of cost
Equipment Rental- -	10% of cost
Miscellaneous -	12% of cost

Portland Cement Concrete Pavement:

Labor, including Insurance- - - - - - - - - - - - - - - - - - - -	23% of cost
Materials -	58% of cost
Equipment Rental- -	11% of cost
Miscellaneous -	8% of cost

Concrete in Miscellaneous Structures:

Labor, including Insurance- - - - - - - - - - - - - - - - - - - -	46% of cost
Materials -	38% of cost
Equipment Rental- -	5% of cost
Miscellaneous -	10% of cost

COMPARATIVE WAGE RATES - 1940 AND 1946

Class	1940 Wage Rate	1946 Wage Rate	% of Increase
Unskilled Labor:	$0.625 per hour	$1.15 per hour	84%
Intermediate, Grade I:			
Dumper	0.75	1.15	53%
Fallers	0.90	1.25	39%
Buckers	0.90	1.15	28%
Grease Monkey	0.80	1.15	44%
Jackhammer	0.75	1.40	87%
Oiler	0.80	1.30	63%
Pipe Layer	0.75	1.15	53%
Spreader Boxman	0.75	1.15	53%
Truck Driver, 4 Cu. Yd.	0.75	1.15	53%
Intermediate, Group II:			
Asphalt Plant Man	0.90	1.50	67%
Bulldozer Operator	1.00	1.60	60%
Compressor	1.00	1.50	50%
Powderman	1.00	1.50	50%
Rollerman, Surfacing	1.00	1.50	50%
Rollerman, Pavement	1.125	1.75	56%
Plant Man, Crushing	0.90	1.70	89%
Mixer Operator, 1 to 5 Bag	1.00	1.625	63%
Truck Driver, 4 to 6 Cu. Yd.	0.95	1.20	33%
Truck Driver, 6 to 8 Cu. Yd.	0.95	1.30	37%
Truck Driver, 8 to 12 Cu. Yd.	0.95	1.45	53%
Skilled Labor:			
Blademan	1.125	1.85	65%
Carpenter	1.125	1.55	38%
Dragline Shovel,under 1 Cu. Yd.	1.50	1.90	27%
Dragline Shovel, 1 to 5 Cu. Yd.	1.50	2.00	33%
Scraper Operator	1.00	1.80	80%
Mechanic	1.20	1.75	46%
Paver Operator	1.20	1.85	54%
Powderman, Heavy	1.00	1.50	50%
Shovel Operator, Under 1 Cu. Yd.	1.50	1.90	27%
Shovel Operator, 1 to 5 Cu. Yd.	1.50	2.00	33%
Mixer Operator, Over 5 Bag	1.00	1.75	75%

Price increase varies from 27% to 89% - an average of about 55%.

In addition to the increase in wage rates, a subsistence allowance and daily transportation to and from the project is required on many projects.

COMPARISON OF 1940 AND 1946 MATERIAL COSTS
FOR MAJOR ITEMS OF MATERIAL REQUIRED IN HIGHWAY CONSTRUCTION

	1940	1946	Per cent Increase
Asphalt (Bay District)	5.90	7.00	19%
RC3 Asphalt (Portland)	9.50	13.90	46%
RC3 Asphalt (Bay District)	7.00	11.50	64%
RT8 Tar	8.70	10.00	15%
Freight Per Ton (Portland to Baker)	6.80	6.80	None
Freight Per Ton (Bay District to Portland)	8.40	8.40	None
Portland Cement (Per Bbl. Portland Bulk)	1.90	2.35	24%
Screened Gravel Per Cu. Yd., Portland	0.75	1.25	67%
Sand Per Cu. Yd. Portland	0.75	1.25	67%
Ready Mix Per Cu. Yd. (Salem)	5.50	8.50	55%
Reinforcing Steel Per Cwt., Portland	3.42	4.20	23%
Dowels with Sleeves	0.15	0.22	47%
Crushed Rock Per Cu. Yd.	1.00	1.45	45%
Sight Posts	0.70	1.35	93%
Concrete Sewer Pipe:			
6"	0.17	0.22	29%
8"	0.25	0.35	40%
12"	0.40	0.55	38%
15"	0.65	0.85	31%
18"	0.85	1.20	41%
Concrete Culvert Pipe:			
12" Plain	0.45	0.60	33%
18" Reinforced	1.05	1.34	28%
24" "	1.40	1.90	36%
36" "	3.20	3.78	18%
48" "	5.10	6.18	21%
Corrugated Metal Pipe			
12"	0.80	0.90	13%
18"	1.10	1.29	17%
24"	1.80	2.05	14%
36"	3.60	4.08	13%
48"	4.80	5.52	15%

Price increase varies from 13% to 93%, an increase of about 45%.

COMPARATIVE EQUIPMENT RENTAL RATES
1940 vs. 1946

Equipment	A.G.C. Prewar Monthly Rate	O.P.A. 1946 Monthly Rate	Per cent Increase
Air Compressor 210 - 315	$ 285.00	$ 414.00	45%
Angle Dozer for 89 to 135 h.p. Tractor	135.00	175.00	30%
Bulldozer for 89 to 135 h.p. Tractor	105.00	145.00	38%
Jaw Crusher 14" x 38"	310.00	360.00	16%
Engine 90 h.p., Diesel	130.00	210.00	62%
Engine 100 h.p., Diesel	175.00	245.00	40%
Finishing Machine 9' to 12'	285.00	424.00	49%
Grader, Diesel, Extra Heavy Duty	285.00	525.00	84%
Grader, Gas, Single Drive, Light	180.00	275.00	53%
Mixer, Paving, 27-E, Dual Drum	780.00	935.00	20%
Mixer, Paving, 34-E, Dual Drum	1,215.00	1,570.00	29%
Pump, 4" Centrifugal, Gas Engine Power	55.00	80.00	46%
Rollers, Road 11 to 13 Ton, 3-Wheel, Gas	230.00	425.00	85%
Rollers, Road 9½ to 12 Ton, Tandem, 2-Wheel, Gas	205.00	300.00	46%
Scraper, 7½ to 10 Yd. (Struck Measure)	225.00	350.00	56%
Scraper, 10 to 13½ Yd. (Struck Measure)	285.00	450.00	58%
Scraper, 16 to 20 Yd. (Struck Measure)	515.00	790.00	53%
Shovel, 3/8 Cu. Yd., Gas, Dipper Included	340.00	440.00	30%
Shovel, 3/4 Cu. Yd., Diesel, Dipper Included	530.00	715.00	35%
Shovel, 1¼ Cu. Yd., Diesel, Dipper Included	760.00	1,045.00	37%
Shovel, 2½ Cu. Yd., Diesel, Dipper Included	1,665.00	2,350.00	41%
Tractor, 89 to 135 h.p. with 2-Drum Power Power Unit	*490.00	850.00	73%
Tractor, 52 to 62 h.p. with 2-Drum Power Unit	*370.00	475.00	28%
Tractor Trailer Unit 10 to 14 Cu. Yd., 2-Wheel	Ø770.00	1,270.00	65%
Tractor Trailer Unit 6 to 10 Cu. Yd., 4-Wheel	Ø715.00	950.00	33%
Truck, Dump, Without Gas, Oil or Grease, Hourly Rental Rate:			
4 Cubic Yard, Rated 2-Ton	0.65	1.50	131%
6 Cubic Yard, Rated 3½-Ton	0.90	1.80	100%
8 Cubic Yard, Rated 5-Ton	1.15	2.40	109%
12 Cubic Yard	2.90	4.20	45%

* A.G.C. rental added for 2-drum power control unit, estimated at $55.00.

Ø No A.G.C. rate available, computed on basis of 5.5% of purchase cost.

The per cent of increase of rental rates from prewar to 1946 O.P.A. rates ranges from 16% to 131% and averages about 50%.

COMPARISON OF 1940 AND 1946 COSTS OF MISCELLANEOUS SUPPLIES
REQUIRED FOR HIGHWAY CONSTRUCTION

	1940	1946	% Increase
Gasoline, per gallon	$0.135	$0.175	30%
Diesel Oil, per gallon	0.055	0.07	28%
Lumber, M-FBM	20.00	48.00	140%
Nails, per Cwt.	4.00	6.00	50%
Wire Rope, 5/8", per lin. ft.	0.175	0.201	15%
Explosives	11.50	11.50	-
Small Tools and Supplies			50%
Office and Overhead			50%

Price Increase varies from 15% to 140%, an average of about 40%.

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

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S-218-3

December 16, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-218(3), the Hardman Hill Section of the Heppner - Spray Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
DEC 17 1946
OREGON
STATE HIGHWAY COMMISSION

Jer.

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MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 5, OREGON

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S-218 (3)

November 26, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the rejection of all bids as excessive on Oregon Federal Aid Project No. S-218(3), Hardman Hill Section of the Heppner - Spray Secondary Highway in Morrow County.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

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NOV 30 1946
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
T. H. BANFIELD, CHAIRM
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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S-218(3)

November 15, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Attention: Mr. H. A. Stoddart
Senior Highway Engineer

Dear Sir:

We have your letter of November 13, 1946 with regard to the encroachment resolution for the Town of Hardman in connection with Oregon Federal Aid Project No. S-218 (3), Hardman Hill Section of the Heppner-Spray Highway.

Although the Town of Hardman was shown as incorporated in the 1940 census, it has no functioning government, and we have, therefore, not prepared the customary encroachment resolution in connection with this project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

me

cc Mr. J. W. Nash

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NOV 2
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Oregon State Highway Department

S-218 (3)

Federal Aid Secondary
Project No. S-218 (3)

HARDMAN HILL SECTION OF THE
HEPPNER-SPRAY HIGHWAY IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 6, 1946

Outside City (Sta. 272+00 to 451+58)

All Required		Clearing and Grubbing (95%)		$ 1,900.00
305	cu. yds.	Structural Excavation, Unclassified	$ 3.00	915.00
42,200	cu. yds.	General Excavation, Unclassified	0.65	27,430.00
70,280	yd. sta.	Short Overhaul	0.02	1,405.60
970	C-yd. sta.	Long Overhaul	0.50	485.00
9,620	lin. ft.	Rounding Cutbanks	0.15	1,443.00
3.40	miles	Finishing Roadbed and Slopes	450.00	1,530.00
240	lin. ft.	18" Corr. Metal Pipe	3.25	780.00
100	lin. ft.	24" Corr. Metal Pipe	4.50	450.00
40	lin. ft.	36" Corr. Metal Pipe	8.50	340.00
80	lin. ft.	48" Corr. Metal Pipe	14.00	1,120.00
140	lin. ft.	48" Extra Strength Corr. Metal Pipe, Protected Invert	16.00	2,240.00
110	lin. ft.	Salvaging Culvert Pipe	1.50	165.00
14,400	cu. yds.	2" - 0" Rock in Base	1.85	26,640.00
3,530	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00	7,060.00
460	M-gals.	Sprinkling	3.00	1,380.00
3.40	miles	Preparation of Base	200.00	680.00
380	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	1,330.00
1,350	cu. yds.	Furnishing and Placing Mineral Aggregates	3.50	4,725.00
65	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	2,080.00
74	tons	Furnishing and Placing 151-200 Asphalt	32.00	2,368.00
46	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	1,472.00
			Subtotal	$87,938.60
			10% Engr. & Cont.	8,793.86
			Total	$96,732.46

Length 3.401 ~~3.363~~ miles

Cost per mile ~~$26,127.92~~ $28,442.36

RECOMMENDED FOR APPROVAL
T. M. Davis,
By............ NOV
APPROVED:
W. H. Lynch, Division Engineer
By..............................Date

Inside City of Hardman (Sta. 451+58 to 465+50)

All Required	Clearing and Grubbing (5%)		$ 100.00
15 cu. yds.	Structural Excavation, Unclassified	$3.00	45.00
3,800 cu. yds.	General Excavation, Unclassified	0.65	2,470.00
2,720 yd. sta.	Short Overhaul	0.02	54.40
780 lin. ft.	Rounding Cutbanks	0.15	117.00
0.26 mile	Finishing Roadbed and Slopes	450.00	117.00
190 lin. ft.	18" Corr. Metal Pipe	3.25	617.50
1,100 cu. yds.	2" - 0" Rock in Base	1.85	2,035.00
270 cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00	540.00
40 M-gals.	Sprinkling	3.00	120.00
0.26 mile	Preparation of Base	200.00	52.00
30 cu. yds.	3/4" - 0" Rock in Binder Course	3.50	105.00
100 cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
5 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	160.00
6 tons	Furnishing and Placing 151-200 Asphalt	32.00	192.00
4 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	128.00
		Subtotal	$ 7,202.90
		10% Engr. & Cont.	720.29
		Total	$ 7,923.19

Length 0.262 ~~0.264~~ mile

Cost per mile ~~$30,018.08~~ $30,241.18

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$ 96,732.46	$52,685.00	$44,047.46
Inside Hardman	7,923.19	4,315.00	3,608.19
	$104,655.65	$57,000.00	$47,655.65

Total length of entire project 3.663 Miles.

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

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RECEIVED
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S-218 (3)

November 12, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. S-218(3), Hardman Hill Section of the Heppner - Spray Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We enclose herewith a copy of your November 6 estimate for the project, in which we have corrected mileage data to correspond to the plans.

Very truly yours,

T. M. DAVIS
District Engineer

H A Stoddart
By H. A. STODDART
Senior Highway Engineer

Encl:

RECEIVED
NOV 13 1946
OREGON
STATE HIGHWAY COMMISSION

Jm

125-1017 Rhee Creek-Hardman Hill Section
Heppner-Spray Second. Hwy. 1947

#2867

RECEIVED
NOV 28 1947
FOR FILING

125-1017

November 26, 1947

The Aetna Casualty & Surety Co.
Hartford 15
Conn.

Gentlemen:

You are hereby notified that State Highway Contract No. 2867 for work on the Rhea Creek-Hardman Hill Section of the Heppner-Spray Highway, in Morrow County, has been completed by the contractor, J. S. Risley, and that final payment in the amount of $2,882.77 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $77,942.50 and that no force account work was performed therein. This contract was completed on September 27, 1947 but has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

11 26 47

RECEIVED
NOV 17 1947
FOR FILING

125-1017

November 17, 1947

The Aetna Casualty and Surety Co.
Bates, Lively & Pearson, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. S. Risley on contract No. 2867, covering Rhea Creek-Hardman Hill Section of the Heppner-Spray Highway, in Morrow County. This payment, in the amount of $3,727.98, will be made on or after November 28, 1947. The retained percentage is $2,321.44.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-17-47 gl

Form E-1—5M—4-47

12[illegible] 1017

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 26,1947, 19

Section Rhea Creek - Hardman Hill

Kind of work 1XXXX7 Widening and Surf.

Highway Heppner - Spray

Section prefix 125-1017

Contractor J.S.Risley

Contract number 2867

Date of contract Jan 10,1947, 19

Date of completion Oct 31,1947, 19

Date work started Feb. 18,1947, 19

Estimated date of completion Sept. 27,1947, 19

Amount of contract $ 76,590

Per cent of time elapsed 87 %

Estimated cost of completed project, exclusive of engineering $ 76,590

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date, $ 5100, 6.5 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor should finish this job tomorrow.

NOTED
H. G. SMITH

NOTED

SEP 29 1947

Signed Dean Swift

Address Condon, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5	5.0		5.0	
Miles partially completed					
Miles completed	0.5	5.0		5.0	
Total estimated quantities	3350	19,600	2,000	2,600	
Estimated quantities moved or placed to date	3350	19,600	2,000	2,600	
Average daily quantities			150		
Average daily quantities necessary to complete project on time			complete		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair all week no lost time		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
FEB 1 1947
FOR FILING

12-5-1017

January 31, 1947

Mr. J. S. Risley
Rte. #10, Box 800
Milwaukie 2
Oregon

Dear Sir:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on January 10, 1947 by the State Highway Commission, as follows:

Contract No. 2866, covering regrading and surfacing on the Hardman Hill Section of the Heppner-Spray Highway, in Morrow County.

Contract No. 2867, covering grade widening and surfacing on the Rhea Creek-Hardman Hill Section of the Heppner-Spray Highway, Morrow County.

These copies are for your record and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAR 18 1947
FOR FILING

125-1017

January 10, 1947

Mr. J. S. Risley
Route 10, Box 800
Milwaukie 2, Oregon

Dear Mr. Risley:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for the Hardman Hill and Rhea Creek-Hardman Hill Sections of the Heppner-Spray Secondary Highway, in Morrow County. These awards were based on your combination bid of $192,308 submitted on December 31, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

...rge to the account of ______________________ $__________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 10, 1947

J. S. Risley
Route 10, Box 800
Milwaukie, Oregon

State Highway Commission awarded you today contracts for Hardman Hill and Rhea Creek-Hardman Hill Sections of Heppner-Spray Secondary Highway, in Morrow County based on your combination bid submitted December 31, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

S-89(1) Umatilla Dam-Hermiston Sec., 1947
Old Oregon Trail Hwy.
#2868

RECEIVED
OCT 18 1949
FOR FILING
FORM E-30 15M 5-49 31606

5-89(1)

2868

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 14, 1949

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
State Higgway Commission
Salem, Oregon

Dear Mr. Williams:

In reply to your letter of September 29th regarding the status of an irrigation pipe between Stations 285 and 255 on the newly constructed highway between Hermiston and McNary, please be advised that the pipe line is outside the right of way and the State is not obligated in any way for its maintenance.

Mr. O'Donnell and the Irrigation Company are being notified as to the status of this ditch.

Very truly yours,

[illegible]
W. C. WILLIAMS

E Chidsey

E. F. CHIDSEY
Division Engineer

EFC/hw

RECEIVED
OCT 17 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-89(1)

2868

1398w

File

Salem, Oregon
September 29, 1949

Mr. E. F. Chidsey

Under date of September 6, you addressed a letter to Mr. Crews, attaching a copy of a letter from A. F. Parson, requesting status of an irrigation pipe line between Stations 205 and 255 on the newly constructed highway between Hermiston and McNary.

The right-of-way agreements for the acquisition of the property in question specified that the pipe should be moved from the right of way onto the grantor's property, and there was no intended obligation on the part of the state to maintain the pipe line after it was moved from the state's right of way.

I am unable to ascertain from your letter whether or not the pipe line is within the right of way. If it is inside, we would like to be advised as to why permission was granted for the construction within the right of way.

If the line is outside the right of way, no further action is necessary other than to advise the irrigation company that the state has no obligation for maintenance of the same.

W. C. Williams

WCW:me

cc Mr. R. G. Smith
Mr. E. A. Collier

FORM E-30 15M 12-48 27000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

With reference to Mr. Parson's letter regarding the irrigation pipe line from approximately Station 285 to 255 on the Hermiston Secondary Highway.

The right of way agreements specify that the pipe should be moved from the right of way onto the grantors' property. Therefore, I believe we have no obligation toward the maintenance of the structure.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 1398 WCW

ION: Mr. Chidsey's [illegible]tter of 9-6-49 attaching copy of
tter of 8-29-49 by A. F. Parson regarding pipe line on Hermiston-McNary Junction Highway.

DATE: 9-16-49 ASSIGNED TO: Smith ✓

- ☒ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date________________

☒ What is construction history of this? Are we obligated to maintain? WCW

REPORT RECEIVED: 9-21-49

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-80 15M 8-40 31900

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 6, 1949

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

To:

Mr. W. C. Crews
Utilities Permit Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Crews:

I am referring to you a copy of a letter from A. F. Parson regarding a pipe line on the Hermiston - McNary Junction Highway.

Will you please advise as to the status of this pipe line.

NOTED
W. C. WILLIAMS

Very truly yours,

E F Chidsey

E. F. CHIDSEY
Division Engineer

EFC:gb

RECEIVED
SEP 8 1949
OFFICE OF DIRECTOR OF PERMITS
OREGON STATE
HIGHWAY COMMISSION

2332
13318
13319
13320

FORM E-30 15M 5-48 31608

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
August 29, 1949

SUBJECT: C O P Y

To:

Mr. E. F. Chidsey
Division Engineer
Highway Commission
La Grande, Oregon

Dear Sir:

Please refer to the new constructed highway from Hermiston to McNary.

There is an irrigation pipe line from approximately Sta. 285 to 255 along the easterly side of our right of way. This line, with a few concrete junction boxes was built for the irrigation water by the State. At least one of these boxes has had the top knocked off it making it hazardous to both cars and pedestrians. Our attention was called to this condition and temporarily we have placed some boards over the hole.

The party who called was referred to the irrigation company, but he informed us that he had called them first, and they told him it was the responsibility of the Highway Department.

Please advise if the irrigation company has a permit for this pipe line or just what the status is. No

It is anticipated that we will have trouble possibly in keeping pipes open and we wish to establish a maintenance system if we are to maintain this line.

Very truly yours,

/s/ A. F. Parson
A. F. Parson
Dist. Maint. Supt.

Contract # 2568
Profile 9C-50-6

AFP:HC

RECEIVED
APR 27 1948
FOR FILING

S-89(1)

April 26, 1948

United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

You are hereby notified that revised final payment will be made to O. C. Yocom Company on contract No. 2868, covering grading and surfacing on the Umatilla Dam-Hermiston Section of the Old Oregon Trail, in Umatilla County, on or after May 6, 1948. This final payment will be made in lieu of the one of which you were notified in our letter of April 7, 1948.

For your information we wish to advise that the total contract amount is $135,970.77, of which amount $215.05 represents force account items. This contract was completed on September 22, 1947 and accepted by the Highway Commission on November 25, 1947.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

NOTED ON CARD
4-28-48 JL

R.H. Baldock

S-87(1)

RECEIVED
APR 29 1948
FOR FILING

April 9th, 1948

NOTED
State Highway Engineer

Old Oregon Trail Highway
Prefix 30-1134-201(46)

FINAL COST ANALYSIS
Grade, Surface & Oil
O. C. Yocom, Contractor
W. S. Hodge, Resident Engineer

Umatilla Dam-Hermiston Section
Contract #2868

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All				$2,146.40	$3,500.00
*St. Excavation, Unclass.	586.2	Cu. Yd.	$2.51	$2.00	1,469.01	1,172.40
*Tr. " , "	664	" "	1.25	1.00	831.99	664.00
*General Excav., "	104,538.1	" "	0.28	0.225	29,471.71	23,521.07
*Short Overhaul	303,992	Yd. Sta.	0.013	0.01	3,809.00	3,039.92
*Long "	6,157.1	C-Yd. Sta.	0.50	0.40	3,085.92	2,462.84
*Finishing R/B & Slopes	5.48	Mile	626.50	500.00	3,433.21	2,740.00
*12" Concrete Pipe	558	Lin. Ft.	2.21	2.00	1,231.80	1,116.00
*18" " "	1,023	" "	3.21	3.00	3,283.83	3,069.00
*24" " "	51	" "	4.55	4.00	232.05	204.00
*36" " "	102	" "	8.87	8.00	904.74	816.00
*48" " "	66	" "	11.78	15.00	777.40	990.00
*18" Corr. Metal Siphon Pipe	332	" "	4.04	4.00	1,341.28	1,328.00
*24" " " " "	103	" "	5.65	6.00	581.95	618.00
*Concrete End Basins	31.33	Cu. Yd.	68.23	65.00	2,137.80	2,036.45
*Salvaging Culvert Pipe	72	Lin. Ft.	2.51	2.00	180.43	144.00
*Class "A" Concrete in Misc. Structures	30.95	Cu. Yd.	68.25	65.00	2,112.34	2,011.75
*Class "A" Concrete in Box Culvert	117.48	" "	68.25	65.00	8,018.01	7,636.20
*Metal Reinforcement	19,471	Lb.	0.105	0.10	2,044.46	1,947.10
Selected Roadbed Topping	26,228	Cu. Yd.	0.67	0.97	17,474.24	25,441.16
3/4"-0" Mat'l. in Leveling Course & Shoulders	5,751	" "	2.44	2.80	14,052.41	16,102.80
Sprinkling	2,036.4	M/Gal.	0.92	2.50	1,865.24	5,091.00
Preparation of Base	5.48	Mile	123.18	200.00	675.04	1,096.00
3/4"-0" in Binder Course	814	Cu. Yd.	3.96	3.90	3,225.69	3,174.60

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Furn. & Place Aggregates	2,528	Cu. Yd.	$4.13	$3.90	$10,431.85	$9,859.20
Furn. & Place RC-3 in Binder	120.24	Ton	32.28	33.00	3,881.81	3,967.92
Furn. & Place 151-200 Asphalt	114.42	"	34.86	33.00	3,988.48	3,775.86
Furn. & Place RC-3 in Seal Coat	77.57	"	33.36	33.00	2,587.44	2,559.81
3/4"-½" Cr. Mat'l. in S.P.	850.3	Cu. Yd.	2.57	2.00	2,185.06	1,700.60
½"-¼" " " " "	504.2	" "	2.57	2.00	1,295.28	1,008.40
¼"-0" " " " "	350.0	" "	2.55	2.00	892.64	700.00
S.P. Screen Rejects	74.6	" "	0.25	0.25	18.65	18.65
PA #1, Excess 3/4"-0" Cr. Rock in S.P.	119	" "	1.87	1.80	222.53	214.20
PA #1, Excess ¼"-0" Cr. Rock in S.P.	255.1	" "	1.87	1.80	477.04	459.18
*PA #2, Purchase 18" Concrete Pipe	21	Lin. Ft.	2.01	1.75	42.22	36.75
*PA #2, Purchase Metal Reinforcement	1,086	Lb.	0.050755	0.050755	55.12	55.12
*PA #3, Cement Adjustment, Favor of State	0.75	Bbl.	3.51			- 2.63
PA #4, Extra Haul on R/B Topping	8,556	Yd. Mi.	0.12	0.12	1,026.72	1,026.72
PA #4, General Excavation, Shaped, Bladed and Rolled	4,400	Cu. Yd.	0.10	0.10	440.00	440.00
Force Account					193.55	215.05
					$132,124.34	$135,957.12

* Work subcontracted by Leonard & Slate.

	Leonard & Slate	O. C. Yocom	Total
Gross Revenue	* $59,105.97	$76,851.15	$135,957.12
Total Cost	67,190.67	64,933.67	132,124.34
Profit		$11,917.48	$3,832.78
Loss	$8,084.70		
% Profit		15.5%	2.8%
% Loss	13.7%		

O. C. Yocom and Jed Wilson

Detail of Cost

Labor:

Supervision	$2,745.00	
Labor	18,518.42	
State Industrial Insurance	514.66	
Social Security	212.63	
Unemployment Insurance	514.67	
		$22,505.38

Materials:

Asphalt:	RC-3 Asphalt	202.39	Tons at	$15.50	$3,137.05	
	151-200 Asphalt	114.42	" "	18.00	2,059.58	
	Freight on Asphalt	316.81	" "	5.40	1,710.66	
						6,907.29

Equipment Rental & Miscellaneous:

Equipment Rental	$14,954.50	
Rented Equipment	1,832.09	
Rented Trucks	5,011.15	
Gas, Oil & Grease	7,695.44	
Freight & Cartage	1,946.57	
Drill Steel & Bits	37.80	
Explosives	1,501.13	
Lumber for Bunkers	254.60	
Miscellaneous	350.74	
Bond	1,061.08	
Field Office	250.90	
Home Office & General Overhead	625.00	
		35,521.00

Total Cost $64,933.67

[illegible]

[illegible]

Labor:				
Supervision				
Labor			[illegible]	
State Industrial Insurance			[illegible]	
Social Security			[illegible]	
Unemployment Insurance			[illegible]	
			[illegible]	
				[illegible]
Materials:				
[illegible]" Concrete Pipe	[illegible]	[illegible]		
[illegible]" " "	[illegible]	[illegible]	[illegible]	
[illegible]" " "	[illegible]	[illegible]	[illegible]	
[illegible]" " "	[illegible]	[illegible]	[illegible]	
[illegible]" " "	[illegible]	[illegible]	[illegible]	
[illegible]" " "	[illegible]	[illegible]	[illegible]	
[illegible]" Corr. Metal Siphon Pipe	[illegible]	[illegible]	[illegible]	
[illegible]" Corr. Metal Siphon Pipe	[illegible]	[illegible]	[illegible]	
Fills, and Cuts on Rand.	[illegible]	[illegible]	[illegible]	
Reinforcing Steel	[illegible]	[illegible]	[illegible]	
			[illegible]	
				[illegible]
Equipment Rents. & Miscellaneous:				
Equipment Rental				
Rented Equipment			[illegible]	
Gas, Oil & Grease			[illegible]	
Freight & Cartage			[illegible]	
[illegible]			[illegible]	
Small Tools & Misc.			[illegible]	
Home Office & General Overhead			[illegible]	
			[illegible]	
				[illegible]
Concrete Work Done By [illegible] Johnson:				10,264.00
Total Cost				[illegible]

Remarks:

This was a "Federal Aid Secondary Project" which was bid and awarded to the contractor December 31st, 1946.

The project was sub-contracted and sub-contracted by the sub-contractor until four contractors were engaged on the construction. The O. C. Yocom Company, contractors, handled the topping, placing of the rock base and oiling. Crushing of all materials was sub-contracted to Jed Wilson. Clearing, grading and all concrete work were sub-contracted to Leonard and Slate who in turn subbed the concrete work to Carl Johnson.

Clearing was fairly easy throughout. A considerable number of large shade trees were felled but were not bucked and burned as adjoining property owners salvaged them as firewood. Except for these trees, the clearing consisted of light sagebrush which was handled by a #12 blade.

Grading equipment consisted of three D-8 tractors, one tractor with dozer and two with 15 cubic yard carryalls, one D-7 tractor with dozer and dragline shovel boom, three Super-C tournapulls, one #12 blade, two pickups and one grease wagon. Excavation material consisted of sand, light alkali soil and gravel and handled very easily. Excavation costs were high for the amount of equipment used and the type of material encountered, due mainly to inefficient labor.

Pipe costs were also high. The major portion of the pipe excavation was handled by the D-7 tractor using the dragline shovel attachment with hand labor shaping the trench and installing the pipe. Again inefficient labor was the major reason for the high costs.

All concrete work was sub-contracted to Carl Johnson, with Leonard and Slate supplying the steel for reinforcing and the sub-contractor supplying the cement. All bills were paid by Leonard and Slate, and no costs were available for these items except the cost to Leonard & Slate.

The digging and placing of the topping was handled by one 3/4 cubic yard shovel, five 8 cubic yard trucks, hired trucks as required for all long haul, one 2,000 gallon water wagon, one #12 blade and one 10 ton roller. The material was well sized, dug and handled very good, and an excellent profit was made on this item.

The crushing of all crushed rock materials was subbed by the contractor, with the contractor paying all bills, including the payrolls. At the sub price a small profit was realized by the sub-contractor. Rock was produced from a state-owned quarry located 0.6 mile westerly from Station 143, midway from Umatilla to Hermiston. The quarry was very good, consisting of dice rock which drilled and shot easily. Production was fair, averaging about 40 cubic yards per hour. Costs would have been considerably lower except for high equipment rentals.

Oiling operations were handled with good equipment consisting of a 1,500 gallon distributor, two 1,500 gallon transports, #12 blade, 10 ton roller and five 8 cubic yard trucks. The operations proceeded well except in the town of Hermiston where oiled sidewalks, driveways etc. entailed a large amount of hand work. Loss of time due to city work, high costs of materials and mediocre hand labor added to the costs and allowed no profit on the oiling items.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 12
FOR FILING
5-89 (1)

January 9, 1948

United States Fidelity and Guaranty Co.
Baltimore 3, Md.

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to O.C. Yocom Co. on contract No. 2868, covering Umatilla Dam-Hermiston Section of the Old Oregon Trail, in Umatilla County. This payment, in the amount of $561.15, will be made on or after January 19, 1948. The retained percentage is $4,040.44.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl

cc: B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

NOTED ON CARD
1-9-48, gl

RECEIVED
APR 8 194
FOR FILING

8-49 (1)

April 7, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2868 for work on the Umatilla Dam-Hermiston Section of the Old Oregon Trail, in Umatilla County, has been completed by the contractor, O. C. Yocom, assigned to U.S. National Bank of Portland, McMinnville Branch, and that final payment in the amount of $5,316.10 will be made on or after April 17, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $135,957.12, of which amount $215.05 represents force account items. This contract was completed September 22, 1947 and accepted by the Commission on November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

NOTED ON CARD

4-7-48

Form E-1—5M—4-47

5-87 (1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

49 Final

For Week Ending December 18, 1947

Section Umatilla Dam - Hermiston

Kind of work Grading and oil mat surfacing

Highway Old Oregon Trail Highway

Section prefix 30-1134

Contractor O, C. Yocum

Contract number 2868

Date of contract January 10, 1947

Date of completion October 31, 1947

Date work started January 14, 1947

Estimated date of completion September 22, 1947

Amount of contract $ 141,470.00

Per cent of time elapsed 93.56 %

Estimated cost of completed project, exclusive of engineering $ ~~131,320.32~~ 133,916.21

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 10,069.55, 117.7 %

Date project was completed Sept. 22, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This section was Semi-Finaled today and sent to the La Grande Division Office

NOTED
H. G. SMITH

NOTED
RAY W

DEC 22 1947

NOTED
E. A.

Signed R. P. H

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.48	5.48		5.48	
Miles partially completed					
Miles completed	5.48	5.48		5.48	
Total estimated quantities	104,423	26,244	1775	2528	
Estimated quantities moved or placed to date	104,423	26,244	1775	2558	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Rain		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Cloudy		

RECEIVED
DEC 2 1947
FOR FILING

5-87 (1)

November 26, 1947

Honorable County Court of Umatilla County
Pendleton, Oregon

Gentlemen:

This is to advise that the contract for grading and oil mat surfacing on the Umatilla-Hermiston Section of the Old Oregon Trail Highway in Umatilla County was completed on September 22, 1947.

As provided in an agreement executed under date of August 30, 1946, by and between the Umatilla County Court and the State Highway Commission, the former route of the Old Oregon Trail from Hermiston to a point near the overhead crossing of the Union Pacific Railroad tracks at Umatilla, is now being returned to the county as a county road, and from and after this date will be under the jurisdiction and control of the Umatilla County Court.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. R. A. Collier
Mr. S. H. Probert
Mr. Oscar Cutler

Noted on 400' map 3B-19-3
E.A.S.

RECEIVED
OCT 17 1947
FOR FILING

S-87 (1)

October 17, 1947

United States Fidelity and Guaranty Co.
B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to release to O. C. Yocom Co., assigned to U. S. National Bank of Portland, McMinnville Branch, a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2868 for grading and surfacing on the Umatilla Dam-Hermiston Section of the Old Oregon Trail, in Umatilla County. This payment, which is in the amount of $8,140.84, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,959.55. The present payment to the contractor will be made on or after October 27, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-17-47

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JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box #3900
~~[illegible]~~
PORTLAND 8, OREGON

S-89(1)

July 8, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. S-89(1),
Umatilla Dam-Hermiston Section of
Old Oregon Trail

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
JUL 9 1947
OREGON
STATE HIGHWAY COMMISSION

1946)

State Oregon WA&PR 7269

Federal Aid Secondary Project No. S-89(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of December, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-seven thousand nine hundred seventy and 00/100 dollars ($87,970.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16-11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, Laws 1917; Chap. 31, Laws 1920; Chap. 379, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 7+90 in the NW 1/4 of Section 15, T-4-N, R-28-E, W.M. and survey station 94+00 on East First Street in Hermiston 310 feet southerly from the centerline of Gladys Avenue, without exception

, length 5.418 miles, in Umatilla County,

being Oregon Federal Aid/Secondary project No. S-29(1), consisting of 5.418 miles of [redacted] roadway and no bridges, [redacted] of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighty-seven thousand nine hundred seventy and 00/100 dollars ($87,970.00), which does not exceed the authorized Federal pro rata share of one hundred fifty-one thousand six hundred sixty-five and [illegible]/100 dollars ($151,665.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter [illegible], Laws [illegible]

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 122

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 1 1947
ON DISTRICT

May 2, 1947

Mr. [illegible] Bevis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Umatilla Dam-Hermiston Section, Project No. S-89 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-89 (1)

UMATILLA DAM-HERMISTON SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 14, 1947

Outside City (Sta. 7+90 to 274+37)

All Required		Clearing and Grubbing (95%)		$ 3,325.00
420	cu. yds.	Structural Excavation, Unclassified	$ 2.00	840.00
1,600	cu. yds.	Trench Excavation, Unclassified	1.00	1,600.00
112,000	cu. yds.	General Excavation, Unclassified	0.225	25,200.00
281,000	yd. sta.	Short Overhaul	0.01	2,810.00
3,500	C-yd. stas.	Long Overhaul	0.40	1,400.00
5.05	miles	Finishing Roadbed and Slopes	500.00	2,525.00
400	lin. ft.	12" Concrete Pipe	2.00	800.00
720	lin. ft.	18" Concrete Pipe	3.00	2,160.00
60	lin. ft.	24" Concrete Pipe	4.00	240.00
100	lin. ft.	36" Concrete Pipe	8.00	800.00
70	lin. ft.	48" Concrete Pipe	15.00	1,050.00
500	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	2,000.00
130	lin. ft.	24" Corr. Metal Siphon Pipe	6.00	780.00
30	cu. yds.	Concrete End Basins	65.00	1,950.00
250	lin. ft.	Salvaging Culvert Pipe	2.00	500.00
1	only	18" Metal Slide Gate	50.00	50.00
36	cu. yds.	Class "A" Concrete in Miscel. Structures	65.00	2,340.00
115	cu. yds.	Class "A" Concrete in Box Culvert	65.00	7,475.00
19,000	lbs.	Metal Reinforcement	0.10	1,900.00
30,300	cu. yds.	Selected Roadbed Topping	0.97	29,391.00
6,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.80	17,640.00
850	M-gals.	Sprinkling	2.50	2,125.00
5.05	miles	Preparation of Base	200.00	1,010.00
586	cu. yds.	3/4" - 0" Material in Binder Course	3.90	2,285.40
2,070	cu. yds.	Furnishing and Placing Aggregates	3.90	8,073.00
96	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,168.00
112	tons	Furnishing and Placing 151-200 Asphalt	33.00	3,696.00

65	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	$ 33.00	$ 2,145.00
			Subtotal	$129,278.40
			10% Engr. & Cont.	12,927.84
			Total	$142,206.24

Length	5.046 miles
Cost per mile	$28,181.97

Inside City (Sta. 274+35 to 290+60)(20' Roadway)

All Required		Clearing and Grubbing (5%)		$ 175.00
30	cu. yds.	Structural Excavation, Unclassified	$ 2.00	60.00
700	cu. yds.	Trench Excavation, Unclassified	1.00	700.00
1,000	cu. yds.	General Excavation, Unclassified	0.225	225.00
24,000	yd. sta.	Short Overhaul	0.01	240.00
1,900	C-yd. sta.	Long Overhaul	0.40	760.00
0.31	mile	Finishing Roadbed and Slopes	500.00	155.00
60	lin. ft.	12" Concrete Pipe	2.00	120.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
18	cu. yds.	Class "A" Concrete in Miscel. Structures	65.00	1,170.00
1,000	lbs.	Metal Reinforcement	0.10	100.00
1,700	cu. yds.	Selected Roadbed Topping	0.97	1,649.00
400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.80	1,120.00
50	M-gals.	Sprinkling	2.50	125.00
0.31	mile	Preparation of Base	200.00	62.00
30	cu. yds.	3/4" - 0" Material in Binder Course	3.90	117.00
130	cu. yds.	Furnishing and Placing Mineral Aggregates	3.90	507.00
6	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	198.00
6	tons	Furnishing and Placing 151-200 Asphalt	33.00	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	132.00
			Subtotal	$ 8,173.00
			10% Engr. & Cont.	817.30
			Total	$ 8,990.30

Length	0.308 mile
Cost per mile	$29,189.28

Inside City (Sta. 290+60 to 294+00)(36' Roadway)

.06	mile	Preparation of Base	$ 200.00	$ 12.00
14	cu. yds.	3/4" - 0" Material in Binder Course	3.90	54.60
50	cu. yds.	Furnishing and Placing Mineral Aggregates	3.90	195.00
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	66.00
2	tons	Furnishing and Placing 151-200 Asphalt	33.00	66.00
1	ton	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	33.00
			Subtotal	$ 426.60
			10% Engr. & Cont.	42.66
			Total	$ 469.26

Length .064 mile
Cost per mile $7,332.18

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$142,206.24	$82,483.00	$59,723.24
Inside City of Hermiston (20' Rdwy)	8,990.30	5,215.00	3,775.30
Inside City of Hermiston (36' Rdwy)	469.26	272.00	197.26
	$151,665.80	$87,970.00	$63,695.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

December 14, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request we are enclosing seven copies of revised estimate to accompany plans and specifications for the Umatilla Dam-Hermiston Section, Project No. 3-89(1).

Likewise are enclosed six blue line prints of plan sheet number two which has been revised by the addition of a typical cross-section of the wye connections at the north end of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWN:LH

September 28, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Umatilla Dam-Hermiston Section, Project No. S-89 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

No landscaping work except rounding of cutbanks is contemplated for this project. The volume of traffic, in our opinion, does not justify expenditure for beautification, and climatic conditions are such that no erosion difficulties are anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:JY
Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-89 (1)

UMATILLA DAM-HERMISTON SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 14, 1946

Outside City (Sta. 7+90 to 274+32)

All Required		Clearing and Grubbing (9%)		$ 4,750.00
420	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,260.00
1,600	cu. yds.	Trench Excavation, Unclassified	2.50	4,000.00
112,000	cu. yds.	General Excavation, Unclassified	0.30	33,600.00
281,000	yd. sta.	Short Overhaul	0.015	4,215.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
5.05	miles	Finishing Roadbed and Slopes	350.00	1,767.50
400	lin. ft.	12" Concrete Pipe	2.00	800.00
720	lin. ft.	18" Concrete Pipe	3.00	2,160.00
60	lin. ft.	24" Concrete Pipe	4.50	270.00
100	lin. ft.	36" Concrete Pipe	8.00	800.00
70	lin. ft.	48" Concrete Pipe	14.00	980.00
500	lin. ft.	18" Corr. Metal Siphon Pipe	3.50	1,750.00
130	lin. ft.	24" Corr. Metal Siphon Pipe	5.00	650.00
30	cu. yds.	Concrete End Basins	40.00	1,200.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
1	only	18" Metal Slide Gate	35.00	35.00
36	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	1,440.00
115	cu. yds.	Class "A" Concrete in Box Culvert	40.00	4,600.00
19,000	lbs.	Metal Reinforcement	0.08	1,520.00
30,300	cu. yds.	Selected Roadbed Topping	0.80	24,240.00
6,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	15,750.00
850	M-gals.	Sprinkling	2.50	2,125.00
5.05	miles	Preparation of Base	150.00	757.50
586	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,197.50
2,070	cu. yds.	Furnishing and Placing Aggregates	3.75	7,762.50
96	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,168.00
112	tons	Furnishing and Placing 151-200 Asphalt	33.00	3,696.00

65	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	$33.00	$ 2,145.00
		Subtotal		$129,764.00
		10% Engr. & Cont.		12,976.40
		Total		$142,740.40
		Length	5.046 miles	
		Cost per mile	$28,287.83	

Inside City (Sta. 274+33 to 290+60)(20' Roadway)

All Required		Clearing and Grubbing (%)		$ 250.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
700	cu. yds.	Trench Excavation, Unclassified	2.50	1,750.00
1,000	cu. yds.	General Excavation, Unclassified	0.30	300.00
24,000	yd. sta.	Short Overhaul	0.015	360.00
1,900	C-yd. sta.	Long Overhaul	0.50	950.00
0.31	mile	Finishing Roadbed and Slopes	350.00	108.50
60	lin. ft.	12" Concrete Pipe	2.00	120.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
60	lin. ft.	Salvaging Culvert Pipe	1.50	90.00
18	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	720.00
1,000	lbs.	Metal Reinforcement	0.08	80.00
1,700	cu. yds.	Selected Roadbed Topping	0.80	1,360.00
400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,000.00
50	M-gals.	Sprinkling	2.50	125.00
0.31	mile	Preparation of Base	150.00	46.50
30	cu. yds.	3/4" - 0" Material in Binder Course	3.75	112.50
130	cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	487.50
6	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	198.00
6	tons	Furnishing and Placing 151-200 Asphalt	33.00	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	132.00
		Subtotal		$ 8,718.00
		10% Engr. & Cont.		871.80
		Total		$ 9,589.80
		Length	0.308 mile	
		Cost per mile	$31,135.71	

Inside City (Sta. 290+60 to 294+00)(36' Roadway)

.06	mile	Preparation of Base	$150.00	$ 9.00
14	cu. yds.	3/4" - 0" Material in Binder Course	3.75	52.50
50	cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	187.50
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	66.00
2	tons	Furnishing and Placing 151-200 Asphalt	33.00	66.00
1	ton	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	33.00
			Subtotal	$ 414.00
			10% Engr. & Cont.	41.40
			Total	$ 455.40

Length .064 mile
Cost per mile $7,115.62

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$142,740.40	$70,069.00	$72,671.40
Inside City of Hermiston (20' Rdwy)	9,589.80	4,707.00	4,882.80
Inside City of Hermiston (36' Rdwy)	455.40	224.00	231.40
	$152,785.60	$75,000.00	$77,785.60

Oregon State Highway Department

Federal Aid Secondary
Project No. S-89 (1)

UMATILLA DAM-HERMISTON SECTION
OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, Dec ~~September~~ 28, 1946

Outside City (Sta. ~~5+66.75~~ 7+90 to 274+33)

All Required		Clearing and Grubbing (95%)		$ 4,750.00
420	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,260.00
1,600	cu. yds.	Trench Excavation, Unclassified	2.50	4,000.00
112,000	cu. yds.	General Excavation, Unclassified	0.30	33,600.00
281,000	yd. sta.	Short Overhaul	0.015	4,215.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
5.05 ~~5.20~~	miles	Finishing Roadbed and Slopes	350.00	~~1,820.00~~ 1767.50
400	lin. ft.	12" Concrete Pipe	2.00	800.00
720	lin. ft.	18" Concrete Pipe	3.00	2,160.00
60	lin. ft.	24" Concrete Pipe	4.50	270.00
100	lin. ft.	36" Concrete Pipe	8.00	800.00
70	lin. ft.	48" Concrete Pipe	14.00	980.00
500	lin. ft.	18" Corr. Metal Siphon Pipe	3.50	1,750.00
130	lin. ft.	24" Corr. Meta. Siphon Pipe	5.00	650.00
30	cu. yds.	Concrete End Basins	40.00	1,200.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
1	only	18" Metal Slide Gate	35.00	35.00
36	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	1,440.00
115	cu. yds.	Class "A" Concrete in Box Culvert	40.00	4,600.00
19,000	lbs.	Metal Reinforcement	0.08	1,520.00
30,300	cu. yds.	Selected Roadbed Topping	0.80	24,240.00
6,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	15,750.00
850	M-gals.	Sprinkling	2.50	2,125.00
5.05 ~~5.20~~	miles	Preparation of Base	150.00	~~780.00~~ 757.50
586	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,197.50
2,070	cu. yds.	Furnishing and Placing Aggregates	3.75	7,762.50
96	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,168.00

112	tons	Furnishing and Placing 151-200 Asphalt	$33.00	$ 3,696.00
65	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	2,145.00
		Subtotal		~~$129,839.00~~ 129,764.00
		10% Engr. & Cont.		~~12,983.90~~ 12,976.40
		Total		~~$142,822.90~~ 142,740.40
		Length	~~5.197~~ 5.046 miles	
		Cost per mile	~~$27,481.79~~ 28,287.83	

Inside City (Sta. 274+33 to 290+60)(20' Roadway)

All Required		Clearing and Grubbing (5%)		$ 250.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
700	cu. yds.	Trench Excavation, Unclassified	2.50	1,750.00
1,000	cu. yds.	General Excavation, Unclassified	0.30	300.00
24,000	yd. sta.	Short Overhaul	0.015	360.00
1,900	C-yd. sta.	Long Overhaul	0.50	950.00
0.31	mile	Finishing Roadbed and Slopes	350.00	108.50
60	lin. ft.	12" Concrete Pipe	2.00	120.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
60	lin. ft.	Salvaging Culvert Pipe	1.50	90.00
18	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	720.00
1,000	lbs.	Metal Reinforcement	0.08	80.00
1,700	cu. yds.	Selected Roadbed Topping	0.80	1,360.00
400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,000.00
50	M-gals.	Sprinkling	2.50	125.00
0.31	mile	Preparation of Base	150.00	46.50
30	cu. yds.	3/4" - 0" Material in Binder Course	3.75	112.50
130	cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	487.50
6	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	198.00
6	tons	Furnishing and Placing 151-200 Asphalt	33.00	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	132.00
		Subtotal		$ 8,718.00
		10% Engr. & Cont.		871.80
		Total		$ 9,589.80
		Length	0.308 mile	
		Cost per mile	$31,135.71	

Inside City (Sta. 290+60 to 294+00) (36' Roadway)

.06 mile	Preparation of Base	$ 150.00	$ 9.00
14 cu. yds.	3/4" - 0" Material in Binder Course	3.75	52.50
50 cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	187.50
2 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	66.00
2 tons	Furnishing and Placing 151-200 Asphalt	33.00	66.00
1 ton	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	33.00
	Subtotal		$ 414.00
	10% Engr. & Cont.		41.40
	Total		$ 455.40

Length .064 mile
Cost per mile $7,115.62

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds	
Outside City	142,740.40 ~~$142,822.90~~	~~$70,072.00~~ 70,069.00	~~$72,750.90~~	72671.40
Inside City of Hermiston (20' Rdwy)	9,589.80	~~4,705.00~~ 4707.	~~4,884.80~~	4882.80
Inside City of Hermiston (36' Rdwy)	455.40	~~223.00~~ 224.00	~~232.40~~	231.40
	~~$152,868.10~~ 152,785.60	$75,000.00	$77,868.10	77785.60

RECOMMENDED FOR APPROVAL
T. M. Davis, District Engineer
By.......................Date.............
APPROVED:
W. H. Lynch, Division Engineer
By.......................Date.............

RECEIVED
OCT 1 1948

UMATILLA DAM-HERMISTON SECTION

PROJECT NO. S-89 (1)

While negotiations for rights of way are in progress, seven parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 28, 1946

Oregon State Highway Department

Federal Aid Secondary
Project No. S-89 (1)

UMATILLA DAM-HERMISTON SECTION

OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 28, 1946

Outside City (Sta. 5+66.75 to 274+33)

All Required		Clearing and Grubbing (95%)		$ 4,750.00
420	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,260.00
1,600	cu. yds.	Trench Excavation, Unclassified	2.50	4,000.00
112,000	cu. yds.	General Excavation, Unclassified	0.30	33,600.00
281,000	yd. sta.	Short Overhaul	0.015	4,215.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
5.20	miles	Finishing Roadbed and Slopes	350.00	1,820.00
400	lin. ft.	12" Concrete Pipe	2.00	800.00
720	lin. ft.	18" Concrete Pipe	3.00	2,160.00
60	lin. ft.	24" Concrete Pipe	4.50	270.00
100	lin. ft.	36" Concrete Pipe	8.00	800.00
70	lin. ft.	48" Concrete Pipe	14.00	980.00
500	lin. ft.	18" Corr. Metal Siphon Pipe	3.50	1,750.00
130	lin. ft.	24" Corr. Meta. Siphon Pipe	5.00	650.00
30	cu. yds.	Concrete End Basins	40.00	1,200.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
1	only	18" Metal Slide Gate	35.00	35.00
36	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	1,440.00
115	cu. yds.	Class "A" Concrete in Box Culvert	40.00	4,600.00
19,000	lbs.	Metal Reinforcement	0.08	1,520.00
30,300	cu. yds.	Selected Roadbed Topping	0.80	24,240.00
6,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	15,750.00
850	M-gals.	Sprinkling	2.50	2,125.00
5.20	miles	Preparation of Base	150.00	780.00
586	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,197.50
2,070	cu. yds.	Furnishing and Placing Aggregates	3.75	7,762.50
96	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,168.00

112	tons	Furnishing and Placing 151-200 Asphalt	$33.00	$ 3,696.00
65	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	2,145.00
			Subtotal	$129,839.00
			10% Engr. & Cont.	12,983.90
			Total	$142,822.90

Length 5.197 miles
Cost per mile $27,481.79

Inside City (Sta. 274+33 to 290+60)(20' Roadway)

All Required		Clearing and Grubbing (5%)		$ 250.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
700	cu. yds.	Trench Excavation, Unclassified	2.50	1,750.00
1,000	cu. yds.	General Excavation, Unclassified	0.30	300.00
24,000	yd. sta.	Short Overhaul	0.015	360.00
1,900	C-yd. sta.	Long Overhaul	0.50	950.00
0.31	mile	Finishing Roadbed and Slopes	350.00	108.50
60	lin. ft.	12" Concrete Pipe	2.00	120.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
60	lin. ft.	Salvaging Culvert Pipe	1.50	90.00
18	cu. yds.	Class "A" Concrete in Miscel. Structures	40.00	720.00
1,000	lbs.	Metal Reinforcement	0.08	80.00
1,700	cu. yds.	Selected Roadbed Topping	0.80	1,360.00
400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,000.00
50	M-gals.	Sprinkling	2.50	125.00
0.31	mile	Preparation of Base	150.00	46.50
30	cu. yds.	3/4" - 0" Material in Binder Course	3.75	112.50
130	cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	487.50
6	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	33.00	198.00
6	tons	Furnishing and Placing 151-200 Asphalt	33.00	198.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	132.00
			Subtotal	$ 8,718.00
			10% Engr. & Cont.	871.80
			Total	$ 9,589.80

Length 0.308 mile
Cost per mile $31,135.71

Inside City (Sta. 290+60 to 294+00) (36' Roadway)

.06	mile	Preparation of Base	$ 150.00	$ 9.00
14	cu. yds.	3/4" - 0" Material in Binder Course	3.75	52.50
50	cu. yds.	Furnishing and Placing Mineral Aggregates	3.75	187.50
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	66.00
2	tons	Furnishing and Placing 151-200 Asphalt	33.00	66.00
1	ton	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	33.00
			Subtotal	$ 414.00
			10% Engr. & Cont.	41.40
			Total	$ 455.40

Length .064 mile
Cost per mile $7,115.62

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City	$142,822.90	$70,072.00	$72,750.90
Inside City of Hermiston (20' Rdwy)	9,589.80	4,705.00	4,884.80
Inside City of Hermiston (36' Rdwy)	455.40	223.00	232.40
	$152,868.10	$75,000.00	$77,868.10

UMATILLA DAM-HERMISTON SECTION

PROJECT NO. S-89 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 31, 1946

RECEIVED
MAY 8 1947
FOR FILING

S-89-1

April 28, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for Extra Work No. 1 covering the rebuilding of 68 feet of irrigation flume on the Umatilla Dam-Hermiston Section of the Old Oregon Trail Highway in Umatilla County, Contract No. 2868, in connection with Federal Aid Project No. S-89 (1).

This work is necessary to replace irrigation flume, over the Irrigation District drain ditch, at Station 248+06 to Station 248+72, which was destroyed during the process of removing bridge and constructing box culvert.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:SM

Encl.

RECEIVED
FEB 1 1947
FOR FILING

2288-1

January 31, 1947

O. C. Yocom Co.
902 E. 11th Street
McMinnville
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2288 which was awarded to you on January 10, 1947 by the State Highway Commission, covering grading and surfacing on the Umatilla Dam-Hermiston Section of the Old Oregon Trail Highway, in Umatilla County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
JAN 28 [illegible]
FOR FILING

S-89 (1)

January 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 14, 1947 on Contract No. 2868, Umatilla Dam-Hermiston Section in connection with Federal Aid Project No. S-89 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

RECEIVED
MAR 5 1947
FOR FILING

5289(1)

January 10, 1947

G. G. Yocum Company
902 E. 11th
McMinnville, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Umatilla Dam-Hermiston Section of the Old Oregon Trail, in Umatilla County. This award was based on your low bid of $141,478 submitted on December 31, 1946.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. R. G. Smith
Mr. S. H. Probert
Goldie Lewis

ge to the account of ______________________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 10, 1947

O. C. Yocom Company
902 E. 11th
McMinnville, Oregon

State Highway Commission awarded you today contract for Umatilla Dam-Hermiston Section of Old Oregon Trail, Umatilla County, based on your low bid submitted December 31, 1946. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

FORM E-123X 5M 2-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
MAY 6 1947
FOR FILING

S-89-1

January 14, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith four copies of traffic and encroachment resolution adopted by the City of Hermiston in connection with Federal Project No. S-89 (1), Umatilla Dam-Hermiston Section of the Old Oregon Trail Highway in Umatilla County.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

me

Encl.

cc Mr. J. W. Nash

[illegible]
MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
JAN 9 1947
FOR FILING

S-89-1

January 8, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your wire of today, we hereby concur in award of contract as of January 10, 1947 for Oregon Federal Aid Secondary Project No. S-89(1), Umatilla Dam - Hermiston Section of Old Oregon Trail, to O. C. Yocum, McMinnville, Oregon, who submitted the low bid at the opening on December 31, 1946.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JAN 9 1947
OREGON
STATE HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	☒	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
[illegible]

$	CHECK
S	ACCOUNTING INFORMATION
F	TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

JANUARY 8 1947

To MR. T. M. DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD AS OF JANUARY 10 OF CONTRACT FOR UMATILLA DAM-HERMISTON SECTION TO O. C. YOCOM COMPANY. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 13 1947
FOR FILING

S-89(1)

December 16, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-89(1), Umatilla Dam - Hermiston Section of the Old Oregon Trail, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

In order to coincide with the revised plans received by us on December 13, we have changed Station 5+66.76 to Station 7+90 under "Selected Roadbed Topping" on Page 7 and "Rock Leveling Course" on Page 10 of the special provisions.

It will be necessary for us to withhold concurrence in award until right-of-entry to all unacquired right-of-way is secured.

Please include the usual copies of City of Hermiston resolution covering encroachment with the project agreement papers.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Lm

RECEIVED
DEC 18 1946
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[illegible]
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
OCT 14 1946
FOR FILING

1-77-1

October 10, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. documents covering proposed Oregon Federal Aid Secondary Project No. S-89(1), Umatilla Dam - Hermiston, and to your letter of October 7th, relative to a discussion with Mr. Smith.

In the light of your letter and the sketch attached thereto, the question arises as to the location of the Northern terminus of this project.

Apparently when located this project was intended to make a direct connection with the proposed bridge spanning the Columbia River. However, recently the State of Washington, through the Director of Highways and the State of Oregon through the State Highway Commission, have requested a highway be provided over the proposed McNary Dam under Public Law 562.

From the sketch submitted with your above mentioned letter the dam will be at least 3000' easterly from the presently proposed north terminus of the Secondary project S-89(1) and before action is taken by this office, we desire to make a field inspection and obtain what information is available as to whether the northerly terminus of this project should be shifted to the east so as to make a more direct connection to the proposed bridge over the dam. This will make necessary the withholding of authority to advertise at this time.

Any further information you may have bearing on this situation will be appreciated.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
OCT 11 1946
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

Copy sent to [illegible] Smith

S-65(2) Scholls-Newberg Sec., 1947
Hillsboro-Silverton Secon.
#2869

RECEIVED
AUG 26 1948
FOR FILING

8-65(2)

2869

August 24, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2869 for surfacing and oiling on the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway, in Washington and Yamhill Counties, has been completed by the contractor, O. C. Yocom Co., assigned to United States National Bank of Portland, McMinnville Branch, and that final payment in the amount of $3,091.99 will be made on or after September 3, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $102,636.82, and that no force account work was performed therein. This contract was completed on October 30, 1947 and accepted by the Commission on December 29, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: B. Roberts, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-24-48

R. H. Baldock

RECEIVED
FOR FILING

August 10th, 1948

FINAL COST ANALYSIS
Surfacing & Oiling
O. C. Yocom, Contractor
O. H. Norberg, Resident Engineer

Scholls-Newberg Section
Contract No. 2869

Hillsboro-Silverton Secondary
Prefix 134-1052

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
2½"-0" Material in Base	21,796	Cu. Yd.	$2.34	$2.48	$50,994.14	$54,054.08
3/4"-0" " " "	7,791	" "	2.34	2.48	18,246.62	19,321.68
Sprinkling	1,184.6	M-Gal.	1.44	2.50	1,705.03	2,961.50
Preparation of Base	7.91	Mile	66.90	200.00	529.15	1,582.00
3/4"-0" in Binder Course	1,351	Cu. Yd.	3.39	3.50	4,574.82	4,728.50
Mineral Aggregate	2,519	" "	3.39	3.50	8,529.96	8,816.50
RC-3 in Binder Course	152.5	Ton	24.61	26.00	3,754.24	3,965.00
151-200 Asphalt	163.88	"	27.10	28.00	4,441.73	4,588.64
PA #1, Furnish & Place 201-300 Asphalt	92.08	"	27.10	28.00	2,495.37	2,578.24
PA #2, 201-300 Asphalt in Barrels	2.26	"	22.57	18.00	51.00	40.68
					$95,322.06	$102,636.82

Gross Revenue	$102,636.82
Total Cost	95,322.06
Net Profit	$7,314.76

Net Profit Equals 7.1% of Gross Revenue

Schells-Newberg

Detail of Cost

Labor:

Supervision		$1,630.15	
Labor		35,793.57	
State Industrial Accident Insurance		805.36	
Unemployment Insurance		1,073.81	
Social Security		374.23	$39,677.12

Materials:

RC-3 Road Oil	152.5 Tons at $15.50	$2,363.75	
151-200 Asphalt	163.88 Tons at $18.00	2,949.84	
201-300 Asphalt	94.34 " " 18.00	1,698.12	
Demurrage		343.30	
Freight on Oil		497.94	
Royalty on Quarry Rock		1,673.25	9,526.20

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$23,780.00	
" " , Hired	3,114.70	
Hired Trucks	3,801.35	
Gas, Oil & Grease	6,357.61	
Move In, Freight & Cartage	213.80	
Miscellaneous Supplies, Small Tools & Drill Steel	1,624.60	
Explosives	1,867.59	
Plant Set Up, Lumber & Hardware	1,502.37	
Bond & Insurance	778.02	
Office & Overhead	3,078.70	46,118.74

Total Cost $95,322.06

Scholls-Newberg

Remarks:

This contract required the surfacing and oiling of a 7.91-mile section of the Hillsboro-Silverton Secondary Highway. The job was bid and awarded on February 3rd, 1947, the contractor started the work on June 16, and completed the project on October 30, 1947.

The contractor did not use the specified state quarry but purchased a site adjacent to the highway at Station 310, which is 2.0 miles from the south end of the job. The quarry and plant site required considerable clearing, stripping and leveling and a D-6 and dozer were used for a month's time on this work. The quarry was drilled both by coyote holes and down holes and the rock broke 6" minus with no reshooting required. The rock was loaded in the quarry with a hired 1¼-yard shovel and two trucks hauled to the crusher. The crushing plant operated 698 hours and averaged 48 cu. yds. per hour for actual operating time. Better coordination between crushing, hauling and placing of the surfacing rock could have increased the contractor's profit. Costs were also increased by carrying hauling and street labor on the payroll through the periods when the crushing plant was being repaired. Most of the rock was hauled with the contractor's own 8-yard trucks.

The oil was shipped by rail to Newberg and the average haul from there to the job was 5.0 miles. As the oiling work was not started until fall it was interrupted by frequent rains which increased oiling costs.

The contract shows a small profit which could have been improved by better production and more favorable weather conditions.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

10

RECEIVED
JUL 12 1948
FOR FILING

2869

8-65 (2)

July 9, 1948

O. C. Yocom Company
McMinnville, Oregon

Gentlemen:

Reference is made to your letter of July 8, concerning final payment on the Scholls-Newberg Contract (Contract No. 2869).

Payment of this final has been withheld pending agreement between yourself and Mr. Skelton in regard to our taking over some 1,500 cubic yards of crushed rock which you had on hand on completion of the construction. The taking over of this rock seems to have hinged on your obtaining for us a lease on the site on which the rock was piled.

From your letter, we assume that you are willing to close out the job without our taking the rock. Accordingly, we are arranging to have the final voucher prepared and submitted in the usual manner.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

cc to H. G. Smith
A. G. Skelton

O. C. YOCOM COMPANY
Contractors *Engineers*
Pacific Highway North
McMINNVILLE, OREGON

26.2125

July 8, 1948

Oregon State Highway Commission
Salem, Oregon

Re: Contract #2869
Scholls - Newberg

Gentlemen:

In October 1947, we completed all work on the above mentioned contract. The November 10th estimate was received, but since that time no further payment has been received.

This seems to be a considerable delay in getting out a simple re-surfacing estimate. Therefore, we would appreciate knowing the status of this final estimate, and when we may expect the final payment.

Very truly yours,

O.C. YOCOM COMPANY

by
O.C. Yocom

ocy:gk

RECEIVED
JUL 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 22 1948
FOR FILING

5-65 (2)

January 21, 1948

O. C. Yocom Co.
902 East 11th St.
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 31 days, from September 30, 1947 to October 31, 1947, within which to complete your contract No. 2869 for the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway, in Washington and Yamhill Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

el

cc: A. O. Skelton,
Division Engineer

NOTED ON CARD
1-21-48 a

RECEIVED
DEC 17 1947
FOR FILING

S-65 (2)

December 15, 1947

Oregon State Highway Commission

Gentlemen:

The C. C. Yocom Company has requested an extension of time from September 30, 1947 to October 31, 1947 on Contract No. 2669, Scholls-Newberg Section of the Hillsboro-Silverton Highway.

I recommend that this extension be granted without penalty because of the unseasonably continuous rains. Mr. Yocom had started oiling and would have finished within a week had not he been seriously delayed by rain. The contract was satisfactorily completed October 30, 1947. This extension is concurred in by T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith

C

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NOV 28 1947
FOR FILING

5-15 (3)

November 25, 1947

United States Fidelity and Guaranty Co.
Baltimore 3, Md.

Gentlemen:

You are advised it is the intention of the State Highway Commission to release to O. C. Yocom Co., assigned to U.S. National Bank of Portland, McMinnville Branch, a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2869 for work on the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway, in Washington and Yamhill County. This payment, which is in the amount of $7,833.13, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,078.71. The present payment to the contractor will be made on or after December 5, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

NOTED ON CARD

11-25-47 gl

RECEIVED
NOV 14 1947
FOR FILING

S-65 (2)

November 13, 1947

O. C. Yocom Company
902 East 11th St.
McMinnville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 30 days, from August 31 to September 30, 1947, within which to complete your contract No. 2869 for the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway, in Washington and Yamhill Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton

NOTED ON CARD

11-13-47, g1

RECEIVED
NOV 10 1947
FOR FILING
S-65 (2)

November 7, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2869, Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway, S-65 (2), from September 30, 1947, to October 30, 1947, to O. C. Yocom Company, contractor.

Due to heavy rains and wet weather, the contractor was unable to oil. All his equipment and materials were available to have completed the contract within the time limit.

I would recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

Form E-1—8M—4-47

S-65 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

#19

For Week Ending Nov. 1, 1947, 19

Section Scholls - Newberg

Kind of work Surfacing & Oiling

Highway Hillsboro - Silverton

Section prefix 134-1052

Contractor O. C. Yocom Co.

Contract number 2869

Date of contract Feb. 3, 1947, 19

Date of completion Aug. 31, 1947, 19

Date work started June 16, 1947, 19

Estimated date of completion Oct. 30, 1947, 19

Amount of contract $103,736.00

Per cent of time elapsed 271 209 130 %

Estimated cost of completed project, exclusive of engineering $107,885.44

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 2922 6224.16, 47 %

Date project was completed Oct. 30, 1947, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor picked up rock in ditches, ~~and~~ straightened up signs & mail boxes, and cleaned up the shoulders and pavment, the first of the week. This completed the job.

NOTED
E. A. PEASE

NOV 6 1947

Norberg over the job Tuesday & Wednesday.

NOTED
G. S.

Signed Oscar Norberg

Address P.O.Box 4644, Portland 2, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
project		7.91		7.91	
partially completed					
completed		7.91		7.91	
estimated quantities					
quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy		
Monday	rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

pw

RECEIVED
NOV 6 1947
FOR FILING
S-65 (2)

October 31, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 30, 1947 on Contract No. 2869, Scholls-Newberg Section, in connection with Federal Aid Project No. S-65 (2).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:GS

RECEIVED
SEP 29 1947
FOR FILING
S-65(2)

September 29, 1947

U. S. Fidelity and Guaranty Company
1112 Cascade Building
520 S. W. Sixth Avenue
Portland 4, Oregon

Attention: Mr. Elwyn A. Wride
Attorney-in-fact

Dear Mr. Wride:

This acknowledges receipt of your letter of September 26 enclosing original and duplicate signed copies of assignment by O. C. Yocom Co. to the U. S. National Bank of Portland, McMinnville Branch, of all monies due to become due the company in connection with its contract, No. 2869, for the surfacing and oiling of the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway. This also acknowledges your consent to this assignment as contained in your letter of transmittal.

We shall be pleased to honor the assignment, and hereafter all payments to the contractor in connection with this job will be forwarded to the bank in conformity therewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co

cc - Mr. Carl F. Smith

O. C. Yocom Co.
902 E. 11th Street
McMinnville, Oregon

I have retained the original of this assignment of claim for filing in the Highway Commission's copy of the contract. The duplicate is attached, together with a copy of consent of surety. This assignment, of course, supercedes and replaces the letter that you received a few days ago directing that payments in connection with this job be sent direct to the bank.

H. B. Glaisyer

NOTED
F. QUERY

Files

EIVED
OCT 1 1947
FOR FILING

5-65(2)

5461

COPY

O. C. YOCOM COMPANY

Contractors - Engineers

902 East Eleventh St.
McMinnville, Oregon

Sept. 24, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. Carl F. Smith
Accounting Division

Dear Sir:

Please mail warrant covering Estimate No. 2 on Contract #2869 and all future warrants on this Contract directly to McMinnville Branch, United States National Bank of Portland, McMinnville, Oregon and oblige.

Very truly yours,

O.C. YOCOM COMPANY

/s/ O. C. Yocom

By O.C. Yocom

ocy:gk

Files

1947

FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 23, 1947

SUBJECT:

To:

O. C. Yocum Company
902 E. 11th Street
McMinnville, Oregon

Gentlemen:

At the request of the Commission Secretary we are preparing assignment forms for your sijnature assigning all future payments on Contract No. 2869 to the United States National Bank of Portland, McMinnville Branch. There is at present passing through for final approval, Estimate 2 on your Contract in the amount of $30,118.86, and in order to expedite issuance of the warrant so far as possible, I would suggest that you authorize us in writing to send this warrant to the bank when issued, eliminating the necessity of making up separate assignment blanks for this particular voucher and the holding up of the payment, pending the necessary formalities.

I would estimate that the Commission approval on your list will be completed shortly, and the prompt forwarding of this mailing authority will be appreciated.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS/bmw

cc: United States National Bank of Portland,
McMinnville Branch
McMinnville, Oregon

H. B. Glaisyer

RECEIVED
SEP 24 1947
FOR FILING
S-65(2)

#2869

September 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2869, Scholls-Newberg Section of the Silverton-Hillsboro Secondary Highway, S-65 (2) to O. C. Yocom, contractor, from September 1, 1947, to September 30, 1947.

Due to other State work under contract by the O. C. Yocom Company, they were late in starting this job, but, however, have expedited it to the best of their ability since starting. Also, some time has been lost due to continuous rains through the summer and early fall season, which has delayed their work to some extent. Expense to the State has not been increased due to the late start of this contract, and I would, therefore, recommend the approval of the extension without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: H. G. Smith

files ✓

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OCT 3 1947
FOR FILING

S-65(2)

September 22, 1947

C. C. Yocom Company
McMinnville, Oregon

Gentlemen:

As per our telephone conversation of this morning, we are enclosing herewith five copies of an Assignment of Claim in connection with State Highway Contract No. 2869, for surfacing and oiling on Scholls-Newberg section of the Hillsboro - Silverton Secondary Highway. This Assignment is made in favor of The United States National Bank of Portland, McMinnville Branch.

Please affix the necessary signatures and return the original and two copies to us accompanied by a written consent from the surety for this job. The other two copies are for your files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

REFERRED TO
Query
BY SECRETARY
follow up

rec. 9-29-47
to Carl Smith that date
Q

RECEIVED
JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

S-65(2)

July 16, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-65(2)
Scholls-Newberg

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 18 1947
OREGON
STATE HIGHWAY COMMISSION

State OREGON WA8pr 7266
Project No. S-65(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of January, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-six thousand, two hundred and 00/100 dollars ($66,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 19[illegible]; Chap. 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the NE 1/4, Section 16, T. 2 S., R. 2 W., W.M., and survey station 417+50 in the NW 1/4, Section 8, T. 3 S., R. 2 W., W.M., without exception,

, length 7.907 miles, in Washington and Yamhill Counties, being Oregon Federal Aid / Secondary project No. S-65(2), consisting of 7.907 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-six thousand, two hundred and 00/100 dollars ($66,200.00), which does not exceed the authorized Federal pro rata share of one hundred fourteen thousand, one hundred nine and 60/100 dollars ($114,109.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 329, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
A.W. Schaupp
SECRETARY

By T.H. Banfield
Chairman, State Highway Commission
(Title of officer)

By A.W. Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W.H. Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 1 1947
OREGON DISTRICT

RECEIVED
JUL 1 1947
FOR FILING

S-65 (2)

June 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 16, 1947 on Contract No. 286~~6~~9, Scholls-Newberg Section in connection with Federal Aid Project No. S-65 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith, Acting

DBP:lh

RECEIVED
JUN 11
FOR FILING

S-65(2)

May 2, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Scholls-Newberg Section, Project No. S-65 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-65 (2)

SCHOLLS-NEWBERG SECTION OF THE
HILLSBORO-SILVERTON HIGHWAY IN WASHINGTON AND YAMHILL COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

Roadway (Sta. 0+00 to 417+50)

25,000	cu. yds.	2½" - 0" Material in Base	$ 2.48	$ 62,000.00
5,300	cu. yds.	3/4" - 0" Material in Base	2.48	13,144.00
700	M-gals.	Sprinkling	2.50	1,750.00
7.91	miles	Preparation of Base	200.00	1,582.00
900	cu. yds.	3/4" - 0" Material in Binder Course	3.50	3,150.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.50	10,850.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	26.00	2,600.00
150	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	26.00	3,900.00
170	tons	Furnishing and Placing 151-200 Asphalt	28.00	4,760.00
			Subtotal	$103,736.00
			10% Engr. & Cont.	10,373.60
			Total	$114,109.60

Length of Roadway 7.907 miles
Cost per mile $14,431.46

Federal Aid Secondary Funds- -	$ 66,200.00
State Funds- -	47,909.60
	$114,109.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 530, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

January 4, 1947

Mr. T. R. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Scholls-Newberg Section, Project No. S-65 (2).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:EM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-65 (2)

SCHOLLS-NEWBERG SECTION OF THE HILLSBORO-SILVERTON HIGHWAY IN WASHINGTON AND YAMHILL COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 4, 1947

Roadway (Sta. 0+00 to 417+50)

25,000	cu. yds.	2½" - 0" Material in Base	$ 3.10	$ 77,500.00
5,300	cu. yds.	3/4" - 0" Material in Base	3.10	16,430.00
700	M-gals.	Sprinkling	3.00	2,100.00
7.91	miles	Preparation of Base	200.00	1,582.00
900	cu. yds.	3/4" - 0" Material in Binder Course	4.25	3,825.00
3,100	cu. yds.	Furnishing and Placing Aggregates	4.25	13,175.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	3,000.00
150	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	4,500.00
170	tons	Furnishing and Placing 151-200 Asphalt	30.00	5,100.00
184	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
208	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$127,212.00
			10% Engr. & Cont.	12,721.20
			Total	$139,933.20

Length of Roadway	7.907 miles
Cost per mile	$ 17,697.38

Federal Aid Secondary Funds- -	$ 47,000.00
State Funds- -	92,933.20
	$139,933.20

SCHOLLS-NEWBERG SECTION

PROJECT NO. S-65 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 4, 1947

RECEIVED
MAR 6 - 1947
FOR FILING

5-65(2)

March 5, 1947

O. C. Yocom Company
902 East 11th Street
McMinnville
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2869 which was awarded to you on February 3, 1947 by the State Highway Commission, covering the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway in Washington and Yamhill Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recd. 4-1

RECEIVED
FEB 7 1947
FOR FILING

5-65 (2)

February 5, 1947

O. C. Yocom Co.
902 East 11th
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 3, awarded you the contract for surfacing and oiling on the Scholls-Newberg Section of the Hillsboro-Silverton Secondary Highway in Washington and Yamhill Counties. This award was based on your low bid of $103,736.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

RECEIVED
MAY 6 1947
FOR FILING

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

S-65-2

February 3, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Federal Aid Project No. S-65(2), Scholls - Newberg Section of the Hillsboro-Silverton Highway, to O. C. Yocum, McMinnville, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 6 1947
OREGON
STATE HIGHWAY COMMISSION

Jen

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MONTANA
OREGON
~~WASHINGTON~~

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 13 1947
FOR FILING

S-65 (2)

January 13, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-65(2), Scholls-Newberg Section of the Hillsboro-Silverton Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

P M Davis
P. M. DAVIS
District Engineer.

RECEIVED
JAN 14 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

RECEIVED
FEB 20 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

S 65-2

January 13, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith for your information and record is copy of Form PR-9 indicating approval of minor change in your 1947 Federal Aid Secondary Program in the case of Item 24, Project S-65(2), Schools to Newberg.

The form, prepared in this office, eliminates grading from the item and provides for increase in total project cost from $81,000 to $139,933.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Encl:

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JAN 14 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Baldock

PR-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE January 10, 194
(Date)

COMMISSIONER:
ATTENTION - PROGRAM SECTION

The following ~~major~~ minor program change of the individual project is requested:

Oregon (State) 1947 Federal Aid Secondary (previous Program) August 7, 1946 (Date of Approval)

COUNTY Washington and Yamhill ~~Major~~ FAS Route No. 50

	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Characte f Proposed rk
Item as now Programmed	24	S-65(2)	Scholls to 2.3 miles north of F.A. Route No. 9 in Newberg	Survey-Plans					Gra., Dr., 2-lane intermediate type surfacing
				Right-of-Way	1,000	400	600		
				Construction	80,000	46,600	33,400	7.99	
				Total	81,000	47,000	34,000		
Requested Revision	24	S-65(2)	Same	Survey-Plans					2-lane intermediate type surfacing
				Right-of-Way					
				Construction	139,953	47,000	92,953	7.907	
				Total	139,953	47,000	92,953		

Program Balance subsequent to approval of this and previously recommended changes is: $ 207,102

Reason for Change: Originally contemplated incidental grading to be eliminated because only minor part of work. Original cost based on reconnaissance estimate is now increased to coincide with completed plans. Approval by January 13 will be necessary to permit advertisement for current letting.

Recommended for approval T. M. DAVIS Jan.10,1947
District Engineer (date)

Approved ~~Recommended~~: W. H. LYNCH JAN 13 1947
Division Engineer (date)

~~Approved:~~
~~Acting Commissioner~~ (date)

P-3868

[illegible] Book Promotion
[illegible] Trail
[illegible] 1947

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31-8303
2890

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Oct. 11, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	You. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	14400	2870	8 & 9 Final	La Grande Conc. Pipe Co.	127.29	336313	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This has been accepted & time extension without penalty, as per notice from you.

saw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

NOTED ON CARD
10-13-48

Approved HBGlaisyer
Secretary

RECEIVED
[illegible]
FOR FILING

31-9303

2870

August 30, 1948

General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2870 covering the Meacham-Hilgard Section of the Old Oregon Trail in Union County, has been completed by the contractor, LaGrande Concrete Pipe Company, and that final payment in the amount of $127.29 will be made on or after September 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,511.69, and that no force account work was performed therein. This contract was completed on June 1 and accepted by the Commission on June 29, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this notice.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Reynolds Insurance Agency
LaGrande, Oregon

NOTED ON CARD

8-30-48

RECEIVED
JUN 18 1948
FOR FILING

31-4303

2110

June 17, 1948

Reynolds Insurance Agency
General Casualty Company of America
La Grande, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the La Grande Concrete Pipe Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2870 for furnishing sanding materials in stockpile on the Meacham-Hilgard Section of the Old Oregon Trail, in Union County. This payment, which is in the amount of $2,367.96, reduces the retained percentage to lump sum of $500.00. The present payment to the contractor will be made on or after June 28, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-17-48 gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

RECEIVED
JAN 22 1948
FOR FILING

31-8203

January 21, 1948

LaGrande Concrete Pipe Co.
P. O. Box 255
LaGrande
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 213 days, from October 31, 1947 to June 1, 1948, within which to complete your contract No. 2870 for the Meacham-Hilgard Section of the Old Oregon Trail in Union County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Paul Van Scoy,
Division Engineer

NOTED ON CARD

Form E-1—5M—8-47
31 - 8303

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan.9,1948, 19

Section Meacham-Hilgarde

Kind of work Furnish sanding material in Stkples

Highway Old Ore.Trail

Section prefix 31-8303

Contractor LaGrande Concrete Pipe Co.

Contract number 2870

Date of Contract Feb.3,1947, 19

Date of completion Oct. 31, 1947, 19

Date work started June 18,1947, 19

Estimated date of completion May 31,1948, 19

Amount of contract $ 12445.00

Per cent of time elapsed 133% %

Estimated cost of completed project, exclusive of engineering $ 11,698.30

Per cent of contract completed, based on total contract price 77% %

Engineering cost to date $ 700.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

There has not been much activity on this project since last report due to bad weather,but thestockpile at M.P.278.9 is finished and remeasured Besides the one at 269.00,There is also 188 C.Y.~~tx~~ at MP274.1 and 60 C.Y. at M.P.276.5 ;

NOTED
E.A. PEASE

JAN 12 1948

NOTED

Signed E. F. Chidsey by O. K. McComa

Address LaGrande Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			16.84		
Miles partially completed			16.84		
Miles completed			12.00		
Total estimated quantities			3500		
Estimated quantities moved or placed to date			2693		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Percentages of men employed on contract to be secured from:

..........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders........, Rollers........, Mixers........, Crushing or screening plants 1

Compressors........, Bulldozers........, Sheep-foot rollers........, Trucks 3, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	"		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday	"		

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DEC 17 1947
FOR FILING
31-8303

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I attach hereto copy of a request of the La Grande Concrete Pipe Co. for an extension of time from October 31, 1947 to June 1, 1948 on the Meacham-Hilgard Sanding Materials Contract No. 2870 on the Old Oregon Trail.

High water and wet weather during the months of October prevented the contractor from operating his plant and, due to the fact that he has provided materials to care for winter sanding, the State will not be inconvenienced by the fact that this contract was not completed within the specified time.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
MAR 6 1947
FOR FILING

31-8303

March 5, 1947

LaGrande Concrete Pipe Co.
P.O.Box 255
LaGrande
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2870 which was awarded to you on February 3, 1947 by the State Highway Commission, covering the Meacham-Hilgard Section of the Old Oregon Trail in Union County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

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FEB 7 1947
FOR FILING

31-8303

February 5, 1947

La Grande Concrete Pipe Co.
Post Office Box 255
La Grande, Oregon

Gentlemen:

The State Highway Commission on February 3, awarded you the contract for the Meacham-Hilgard Rock Production Project on the Old Oregon Trail in Union County. This award was based on your low bid of $12,145.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

F-180(22) Circle Br.-Summit Sec., 1947
Oregon Coast Hwy.
#2871

RECEIVED
MAR [illegible]
FOR FILING

7 180 (22)
2871

OREGON STATE HIGHWAY COMMISSION

March 17, 1950
(Date)

2871	16-final	Leonard & Slate Oregon LTD
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
3741	370488 ✓	380.00 ✓	3/17/50

[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAR 22 1950

NOTED ON CARD
3-22-50, gl

OREGON STATE HIGHWAY COMMISSION

March 17, 1950
(Date)

2871 (Contract No.)

16-final (Est. No.)

Leonard & Slate Oregon LTD (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
3741	370488	380.00	3/17/50

~~Date~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 31,1948 ACCOUNTING DIVISION

Completed: June 21, 1948

Contract Accepted: June 29, 1948

Time Extensions: None needed

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-22-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
FEB 9 1950
FOR FILING

4-180(22)

2871

February 9, 1950

Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2871, for work on the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County, has been completed by the contractor, Leonard & Slate Oreg.Ltd., and that final payment in the amount of $380 will be made on or after February 20, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $304,178.54, of which amount $3,317.79 represents force account items. This contract was completed on June 21 and accepted by the Highway Commission on June 29, 1948.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

2-9-50 gl

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OCT 3 1949
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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

F-150 (3)

C 881

June 3, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have read your letter relative to the controversy involving the contract with Mr. Maginnis for the clearing of a section of the Coast Highway between Seaside and Cannon Beach, and I note his default in the contract and the further fact that by arrangement with Leonard and Slate, the work which the contractor defaulted in was completed for an agreed sum of $750.

It seems to me, under the record as disclosed by Mr. Maginnis' letter to H. G. Smith and the statements in your letter, that you should pay Leonard and Slate direct for the work that they did for the agreed consideration of $750, charge that amount to the Maginnis contract and withhold it from final settlement. I think that I would advise the bonding company that that's the course you will pursue. Of course, if you are not holding any money earned by the contractor, then you will have to look to the contractor's bonding company. Certainly the retained percentage is in the custody of the Commission, but what that amounts to I do not know.

I will be glad to discuss this matter with you if you desire.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:FRC

J. R. Maginnis Contract No. 2749

Work completed Sept. 19, 1947.

Final payment ($1,201.18) mailed to adjuster for surety co. - April 1, 1948.

Power agreement with Leonard & Slate was not issued until Sept. 20, 1948.

(Under the arrangement originally work out with Leonard & Slate, no power agreement was required.)

RECEIVED
JUN 3 1949
FOR FILING
F-180(22)
#2871

Cross Referenced To:
F-180(61)
2749

Salem, Oregon
June 1, 1949

Mr. J. M. Devers

I attach hereto a copy of a letter addressed to Mr. H. G. Smith, by Mr. J. R. Maginnis, under date of March 13, 1947. Mr. Maginnis had a state contract for the clearing and grubbing of a section of the Coast Highway between Seaside and Cannon Beach. He ran into financial difficulties and was unable to complete the work.

Leonard and Slate were awarded a contract to grade and surface the section of highway, and they agreed to complete Mr. Maginnis' clearing work for $750.00. You will note, in the letter attached, that Mr. Maginnis agrees to the payment to Leonard and Slate, of the sum of $750.00. However, Mr. Maginnis has never made payment to Leonard and Slate, and we have been unable to collect from Mr. Maginnis, as you will note from letters addressed to him by Mr. Baldock under dates of October 25, 1948 and December 16, 1948, copies of which are attached hereto.

The state entered into a price agreement with Leonard and Slate to complete the clearing, so it would appear that the state is obligated to pay Leonard and Slate, but I wish to take every means possible to collect from Maginnis. We would appreciate any steps that you can take to permit collection of the $750.00 from Mr. J. R. Maginnis.

W. C. Williams

WCW:ms

Encl.

FORM E-30 20M 1-40 29022

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1949

4-1053

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

Herewith a letter from Leonard and Slate Corporation in connection with the $750.00 item covering the clean-up clearing that they did on the Maginnis clearing contract, which covered the grading contract that was performed by Leonard and Slate on the Circle Bridge-Summit Section.

I had informed Leonard and Slate early in December that we were attempting to get Mr. Maginnis to pay this $750.00 direct to the Slate Company but apparently this has not been accomplished. Would you please take the matter up and advise Leonard and Slate Company what action is being taken to settle this account.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

C
O
P
Y

LEONARD & SLATE OREG. LTD.
7805 S. W. 40th Avenue
Portland 1, Oregon

May 3, 1949

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. F. D. Eason,
Division Engineer

Gentlemen:

Reference is made to your letter of December 10, 1948 pertaining to the Circle Bridge-Summit Project.

In as much as considerable time has elapsed since the above mentioned letter was received, and we have not heard from Mr. Maginnis, we are asking that you release the $750.00 in question so we may close out this job.

Yours very truly,

LEONARD & SLATE OREG. LTD.

By /S/ A. E. Hutchinson

AEH:gr

C
O
P
Y

December 16, 1948

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Sir:

We refer to our letter of October 25, concerning the payment of $750 which was to have been made by you to contractors Leonard & Slate for the performance of certain clearing work on the Circle Bridge-Hug Point Section, contract No. 2749.

Please let us know what action has been taken or is to be taken in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOT
W. C. WILLIA

SHP/gs

10M 2-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 25, 1948

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Sir:

In making final settlement with contractors Leonard & Slate for construction of the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County, Leonard & Slate advise that they have not yet received the payment of $750 which was to be paid them for the performing of certain clearing work that was to have been performed under your contract for clearing on the Circle Bridge-Hug Point Section, our contract No. 2749.

There was an understanding, as you will recall, and as is confirmed by correspondence between yourself and our Construction Engineer, H. G. Smith, under dates of March 13 and March 21, 1947, that Leonard & Slate would perform the clearing work referred to and that for the same you would make payment to Leonard & Slate in the lump sum amount of $750. The intention was, according to Mr. Smith's letter of March 21, 1947, that when the next payment to you, for work under your contract, was made, the payment would be made in two parts, one of which would be in the amount of $750, that part to be turned over by you to Leonard & Slate. Our records do not indicate that any of the subsequent payments to you was split into two parts in that manner, but that should not, of course, have prevented your meeting the obligation.

Please check into this matter and let us know whether payment was or was not made to Leonard & Slate as agreed. In case you find that payment was not made, we would appreciate your arranging for it, either directly to Leonard & Slate or through us, at your convenience.

Very truly yours,

R. H. Baldock
State Highway Engineer

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

April 1, 1948

COPY

Mr. J. R. Maginnis
217 Mayer Building
Portland 5, Oregon

Dear Mr. Maginnis:

In your letter of March 23, 1948, you request that the warrant covering final payment to you in connection with your contract No. 2749 for the clearing of the Circle Bridge-Hug Point Section of the Oregon Coast Highway be forwarded to Mr. J. P. Stapleton, Adjuster for the Maryland Casualty Company.

Following our telephone conversation yesterday I again discussed this matter with the Highway Commission's Chief Counsel, and as a result thereof, I am pleased to inform you that we have decided to release this warrant in conformity with your request, with the understanding, however, that the surety will see to it that both claims of which we have knowledge -- that of Mr. Gerritse and that of Mr. Dennon -- are satisfactorily disposed of. The State Highway Commission should be furnished with receipts from both of these creditors to that effect.

I am today instructing the Commission's Chief Auditor to release the final payment in connection with this job, which amounts to $1,201.18. I am asking him to mail this warrant to Mr. Stapleton for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:oo

cc - Mr. Malcolm H. Hawke

Mr. J. R. Stapleton, Adjuster
Maryland Casualty Company
1024 Yeon Building
Portland 4, Oregon

Mr. B. E. Dennon
Mr. L. R. Gerritse, Sr.

Mr. Hawke:

I understand that you are holding a warrant in the amount of $1,201.18 payable to the order of Mr. Maginnis. Will you please release this to him today, mailing it to Mr. J. R. Stapleton, Adjuster, Maryland Casualty Company, 1024 Yeon Building, Portland 4, Oregon.

H. B. Glaisyer

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. R. [illegible]
SECRETARY

IN REPLY PLEASE REFER TO FILE

March 21st, 1947

Mr. J. H. [illegible]
227 Mayer Building
Portland 5, Oregon

Dear Sir:

In regard to your agreement to pay Leonard & Slate $750.00 for burning the unfinished portion of the clearing on your Contract #2749 from Station [illegible] to [illegible] on the [illegible] Section of the [illegible] Coast Highway which was later let to Leonard & Slate for grading.

We would prefer that you make your payment directly to Leonard & Slate instead of handling it as a deduction from your estimate. Therefore, as soon as you have [illegible] we will write it in [illegible] for $750.00 which you can turn over to Leonard & Slate.

Yours truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

[illegible]
Construction Engineer

[illegible]

cc: [illegible]
[illegible]
Leonard & Slate

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
XXXXX

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

Nehalem, Oregon

March 19th, 1947

C O P Y

Leonard & Slate Oreg. Ltd.
7805 SW 40th Ave.
Portland, Oregon.

Gentlemen:

Herewith price agreement, 6 copies, to be signed and sent to Salem for other necessary signatures. This price agreement is in accordance with specifications on your contract #2871, Circle Bridge-Summit section of the Oregon Coast Highway for completion of the clearing within that section on the previous contract #2749, J. R. Maginnis, and in accordance with your offer made to Mr. Maginnis on February 7th. This offer was not agreed to by Mr. Maginnis at the time but he has since written a letter to the State Highway Engineer accepting this price and it will authorize the Highway Engineer to withhold that amount from his estimate.

When the work is completed, the pay item will be shown on the next monthly estimate on contract #2871.

Yours truly,

/s/ J. H. Scott

J. H. Scott
Resident Engineer

J. R. MAGINNIS
217 Mayer Building
Portland 5, Oregon

C
O
P
Y

March 13, 1947

Mr. H. G. Smith
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In line with your directive to allow Leonard & Slate $750.00 for the unfinished clearing on that portion of our Circle Bridge-Hug Point clearing job on which they bid the grading, we agree that this be paid.

For your information I dropped down and talked to their superintendent, Mr. Wall. With Mr. Scott, I checked with Mr. Wall as to the amounts against us at that time. These amounts added to the work to be done would make the $750.00 look high.

I am unable to get in touch with Mr. Slate but, in view of the fact that we now have an understanding of the work to be done on the remainder of the job, we are glad to close that portion, as now knowing what is required of us we shall be able to finish the remainder.

We understand that you asked that we burn the remaining piles. We shall be glad to do this and more. We will burn the remains of previously burned piles and thoroughly clean all chunks, etc. from the highway ditches. This will, we are sure, satisfy and please you and at the same time give us the satisfaction of having done a good job.

We are aware that we suffered considerable loss through the activities of the power company, but in the interests of harmony we are glad to absorb this loss since we now see how to finish the job. This will represent a loss of about $10,000.00 on the job, including the timber salvage, but we will write this off to education.

Yours very truly,

/s/ J. R. Maginnis

J. R. Maginnis

JRM/m

9-1-13-13

FORM E-90 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1949

4-1053

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

Herewith a letter from Leonard and Slate Corporation in connection with the $750.00 item covering the clean-up clearing that they did on the Maginnis clearing contract, which covered the grading contract that was performed by Leonard and Slate on the Circle Bridge-Summit Section.

I had informed Leonard and Slate early in December that we were attempting to get Mr. Maginnis to pay this $750.00 direct to the Slate Company but apparently this has not been accomplished. Would you please take the matter up and advise Leonard and Slate Company what action is being taken to settle this account.

Yours very truly,

F D Eason

F. D. EASON,
Division Engineer.

FDE:AM

Copy to Robert 5/7/-

C
O
P
Y

LEONARD & SLATE OREG. LTD.
7805 S. W. 40th Avenue
Portland 1, Oregon

May 3, 1949

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. F. D. Eason,
Division Engineer

Gentlemen:

Reference is made to your letter of December 10, 1948 pertaining to the Circle Bridge-Summit Project.

In as much as considerable time has elapsed since the above mentioned letter was received, and we have not heard from Mr. Maginnis, we are asking that you release the $750.00 in question so we may close out this job.

Yours very truly,

LEONARD & SLATE OREG. LTD.

By /S/ A. E. Hutchinson

AEH:gr

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O
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Y

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DEC 16 1948
FOR FILING

7-180 (2.2)

2871

Ack

December 16, 1948

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make supplemental semi-final payment to Leonard & Slate Oreg.Ltd., on contract No. 2871, covering the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County. This payment, in the amount of $10,886.09, will be made on or after December 27, 1948. The retained percentage is $750.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

al

cc: Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

NOTED ON CARD

12-16-48

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FOR FILING

R.H. Baldock

December 15th, 1948

Contract No. 2871
Circle Bridge-Summit

FINAL COST ANALYSIS
Grading & Surfacing
Leonard & Slate, Contractors
L. D. Mars, Resident Engineer

Prefix 4-1053
Oregon Coast Highway

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
#Clearing & Grubbing	All				$11,078.50	$12,000.00
#Extra Clearing & Grubbing	2,1402	Acre	$1,000.00	$984.00	2,105.95	2,140.20
#Structural Excavation	1,209.50	Cu. Yd.	3.00	1.07	1,290.76	3,628.50
#Trench Excavation	221.9	" "	2.00	1.06	235.42	443.80
#General Excavation Sta. 97+47 - 150+00	88,261.9	" "	0.55	0.549	48,504.42	48,544.05
#General Excavation Sta. 150+00 - 165+00	181,739.4	" "	0.55	0.631	114,720.01	99,956.67
#Short Overhaul	899,390.7	Yd. Sta.	0.02	0.022	19,786.60	17,987.81
#Long "	25,534.8	C-Yd. Sta.	0.50	0.46	11,866.27	12,767.40
#Rounding Cutbanks	3,190	Lin. Ft.	0.25	0.12	385.97	797.50
#Finishing R/B & Slopes	1.65	Mile	1,000.00	716.20	1,181.73	1,650.00
#18" Concrete Pipe	588	Lin. Ft.	3.50	2.60	1,530.80	2,058.00
#24" " "	234	" "	4.50	3.64	850.96	1,053.00
#18" Conc. Pipe Ext. Str.	534	" "	4.00	3.43	1,830.69	2,136.00
#6" Perf. Metal Drain Pipe	1,612	" "	1.50	1.24	2,003.75	2,418.00
#8" " " " "	694	" "	2.00	1.72	1,190.45	1,388.00
#Rock Backfill in Drains	90.5	Cu. Yd.	5.00	3.16	286.04	452.50
#Class "A" Concrete	204.62	" "	60.00	49.34	10,095.02	12,277.20
#Metal Reinforcement	37,724.3	Lbs.	0.12	0.096	3,617.84	4,526.92
#Ø2"-0" Rock in Base	3,436.8	Cu. Yd.	3.50	2.72	9,357.03	12,028.80
#Ø3/4"-0" Rock in Base & Shoulders	2,442	" "	3.60	2.74	6,694.96	8,791.20
#Sprinkling	6	M-Gal.	4.00	4.00	24.00	24.00
*Preparation of Base	1.65	Mile	200.00	200.00	330.00	330.00

NOTED
e Highway Engineer

	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*ø3/4"-0" in Binder Course	116	Cu. Yd.	$5.00	$3.79	$439.59	$580.00
*øMineral Aggregates	1,555	" "	5.25	3.79	5,892.87	8,163.75
*# RC-3 in Binder Course	42.67	Ton	50.00	38.06	1,624.02	2,133.50
*#121-150 Asphalt	74.47	"	50.00	40.55	3,020.07	3,723.50
*#RC-3 in Seal Coat	16.62	"	50.00	38.06	632.56	831.00
ø3/4"-½" Cr. Rock in S.P.	4,616.6	Cu. Yd.	2.00	1.26	5,833.83	9,233.20
ø½"-¼" " " " "	5,171.5	" "	2.00	1.26	6,535.03	10,343.00
ø¼"-0" " " " "	2,349.1	" "	2.00	1.26	2,968.47	4,698.20
øHauling Cr. Rock to S.P.	90,364.4	Yd. Mi.	0.12	0.108	9,803.05	10,843.73
øS.P. 1"-0" Rejects in S.P.	1,650.6	Cu. Yd.	0.25	0.25	412.65	412.65
øS.P. ¼"-0" " " "	1,031.2	" "	0.25	0.25	257.80	257.80
PA #1, Purchase Excess:						
øMineral Aggregates in S.P.	157.1	" "	2.75	1.91	299.52	432.03
ø2½"-1¼" Cr. Rock in S.P.	141	" "	1.50	1.91	268.83	211.50
ø2"-0" Cr. Rock in S.P.	310.2	" "	2.55	2.11	655.34	791.01
ø3/4"-0" Cr. Rock in S.P.	162.7	" "	2.65	2.11	343.72	431.16
*Asphalt Barreled	0.73	Ton	22.32	22.32	16.29	16.29
#PA #2, Extra Cleanup Work	All				750.00	750.00
#PA #3, Cement Adjustment in Favor of State	3.65	Bbl.	- 5.78			- 21.10
#Force Account					2,714.55	3,317.77
Rock Sold to Clatsop Co.	2,000	Cu. Yd.	2.00	1.49	2,981.20	4,000.00
					$294,416.56	$308,548.54

#Work done by Leonard & Slate.
øWork done by A. H. Saxton & Sons.
*Work done by Smiley & Cunningham (costs on these items are subcontractor's bid prices plus Leonard & Slate's charges).

	Gross Revenue	Total Cost	Net Profit or Loss	% Profit or Loss
Leonard & Slate	$247,075.47	$248,451.65	- $1,376.18	- 0.6%
A. H. Saxton & Sons	61,473.07	45,964.91	+ 15,508.16	+ 25.2%
Totals	$308,548.54	$294,416.56	+ $14,131.98	+ 4.6%

Circle Bridge-Summit

Detail of Cost
Leonard & Slate

Labor:

Supervision	$7,120.00	
Labor	95,367.60	
State Industrial Accident Insurance	2,767.13	
State Unemployment Insurance	2,415.22	
Social Security	1,024.88	
		$108,694.83

Materials:

6" Perf. Metal Pipe	1,612	Lin. Ft.	at	$0.72	$1,166.25	
6" Bands	72	Each	"	0.73	52.56	
6" Wyes	7	Each	"	6.00	42.00	
6" Tees	2	Each	"	6.00	12.00	
6" Ells	1	Each	"	6.00	6.00	
8" Perf. Metal Pipe	694	Lin. Ft.	"	0.96	666.24	
8" Bands	39	Each	"	1.38	53.82	
8" Tees	2	Each	"	7.50	15.00	
8" Ells	6	Each	"	7.50	45.00	
8" Wyes	3	Each	"	7.50	22.50	
6" x 8" Tees	4	Each	"	5.77	23.08	
18" Concrete Pipe	588	Lin. Ft.	"	1.81	1,064.28	
18" " " Ext. Str.	534	" "	"	2.45	1,308.30	
24" Concrete Pipe	234	" "	"	2.53	592.02	
Reinforcing Steel	39,173	Lbs.	"	0.0516	2,021.37	
Transit Mix Concrete	204.62	Cu. Yd.	"	14.55	2,976.97	
RC-3	59.29	Ton	"	15.50	919.00	
121-150 Asphalt	75.2	"	"	18.00	1,353.60	
Freight on Oil					604.70	
						12,944.69

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$80,220.00	
" " , Hired	5,146.76	
Hired Trucks	969.62	
Gas, Oil & Grease	11,492.21	
Freight	2,349.88	
Explosives	4,724.58	
Miscellaneous Supplies & Drill Steel	4,973.53	
Lumber	1,205.08	
P.U.C.'s	201.39	
Bond & Insurance	2,186.05	
Field Office Expense	956.65	
Home Office & General Overhead	6,984.68	
		121,410.43

Oiling Subcontractor - Cunningham & Smiley:

Sprinkling	6.0 M-Gal. at $4.00	$24.00	
Preparation of Base	1.65 Miles at $200.00	330.00	
Haul & Place 3/4" - 0" in Binder	116 Cu. Yd. at $1.74	201.84	
Haul & Place Mineral Aggregate	1,555 " " " 1.74	2,705.70	
Placing Road Oil	133.76 Ton at $16.00	2,140.16	
			$5,401.70
Total Cost			$248,451.65

Circle Bridge-Summit

Detail of Cost
A. H. Saxton & Sons

Labor:		
Supervision	$1,005.70	
Labor	14,435.63	
State Industrial Accident Insurance	494.15	
Unemployment Insurance	433.07	
Social Security	144.35	
		$16,512.90
Equipment Rental & Miscellaneous Expense:		
Equipment Rental	$12,296.01	
Hired Trucks, Including Drivers	9,036.16	
Gas, Oil & Grease	2,984.00	
Plant Setup Supplies	632.59	
Miscellaneous Supplies & Small Tools	797.50	
Freight & Cartage	22.10	
Explosives	1,194.60	
Office & General Overhead	1,800.02	
Bond & Insurance	607.32	
P.U.C.'s	81.21	
		29,452.01
Total Cost		$45,964.91

Circle Bridge-Summit

Breakdown of Crushed Rock Cost

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$4,045.59	22,458	Cu. Yd.	$0.180
Drill & Shoot	2,434.12	"	" "	0.108
Load in Quarry	3,187.71	"	" "	0.142
Haul to Crusher	2,612.69	"	" "	0.116
Crushing	11,378.40	"	" "	0.507
Overhead & Proratable Expense	2,514.10	"	" "	0.112
Cost in Bunker	$26,172.61	22,458	Cu. Yd.	$1.165

Circle Bridge-Summit

Remarks:

This contract required the grading and surfacing of a 1.0-mile section of the Oregon Coast Highway. This project was bid and awarded on February 4th, 1947. The contractor started work on February 17th, 1947, and completed on June 21st, 1948.

The clearing on most of this section had been accomplished on a previous contract and the work remaining was mainly the grubbing and burning of spruce and hemlock stumps. Cats and dozers and considerable powder were used on this work. The hand labor crew ranged from 10 to 12 men. Most of this work was completed by June 1st, 1947.

The grading was divided into two sections, of which the portion between Station 97+47 and Station 150 did not require shooting. The section from Station 150 to Station 165, containing approximately 55% solid rock, was taken out in 16-foot lifts and the drilling was done with a wagon drill. For the excavation work the contractor had from two to three shovels on the job most of the time. These ranged from 3/4-yard to 2-yard capacity. Hauling was handled with T-Pulls and trailer wagons, dumptors and DW-10's. A small portion of the material was moved with two D-8 cats and carryalls and D-8's and dozers. The grading work was severely handicapped by excessive rain during the summer months of 1947 as well as by the fall rains. Work was continually interrupted by the bad weather until the solid rock was available for spreading on the new grade to improve hauling conditions. Work was suspended from December 18th, 1947, until March 15th, 1948, and the equipment was moved off the job during the interval.

Most of the structural and trench work was done with a dragline equipped D-7 cat and a 3/4-yard shovel and dragline. Transit Mix concrete hauled from Seaside was used for box culvert construction.

The surfacing and oil rock was crushed by A. H. Saxton & Sons at the Bjortland quarry which was situated 8 miles from the end of the project; 22,458 cu. yds. of crushed rock were produced at an average of 42 cu. yd. per hour. The rock was loosened by a coyote hole shot at a drilling and shooting cost of only $0.11 per yard. The base rock was stockpiled adjacent to the east end of the contract and was later placed by Leonard & Slate. Placing of the oil rock and oil was done by Bailey & Cunningham. Oil was furnished by Leonard & Slate and hauled directly from Linnton by hired transports.

The bid prices on the excavation were too low for this type of grading and the weather conditions which prevail in the coast area. There was much lost time during what should have been the best grading season of the year. Most of the profit shown on the contract was derived from the crushed rock and oiling items which were bid at good prices.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

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October 6, 1948

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate Oreg.Ltd., on contract No. 2871, covering the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County. This payment, in the amount of $12,630.71, will be made on or after October 16, 1948. The retained percentage is $9,059.15.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

NOTED ON CARD

10-6-48 gl

F 180 (22)

36

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 28, 1948

Section Circle Bridge-Summit Section

Kind of work Grading & Paving

Highway Oregon Coast

Section prefix 4-1053 F-189 (22)

Contractor Leonard & Slate Ore., Ltd.

Contract number 2871

Date of Contract February 4, 1947, 19

Date of completion July 31, 1948, 19

Date work started February 22, 1947, 19

Estimated date of completion June 21, 1948, 19

Amount of contract $ 391,456.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 312,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 18,585.00, %

Date project was completed June 21, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Estimate completed and sent in Monday, by Express.

NOTED

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AUG 3 0 1948
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

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OFFICE OF
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NOTED
E. M. BOOTH

Signed L D Marr

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..............................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels.............., Power graders.............., Rollers.............., Mixers.............., Crushing or screening plants..............

Compressors.............., Bulldozers.............., Sheep-foot rollers.............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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2871

July 6, 1948

Honorable County Court of Clatsop County
Astoria, Oregon

Gentlemen:

This is to advise that the contract on the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County has been officially accepted as completed.

Therefore, as provided in an agreement between Clatsop County and the State Highway Commission under date of July 22, 1946, Units "A", "B", "C", "D", and "E", as set forth in the agreement, are abandoned as parts of the State Highway and shall be under the jurisdiction and control of the county.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. C. H. Armstrong

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FOR FILING

F180 (22)

2871

June 24, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 22, 1948, on Contract Number 2871, Circle Bridge-Summit Section in connection with Federal Aid Project Number F-180 (22).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: G. E. Armstrong

HHP:md

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APR 30 1948
FOR FILING

F-180 (22)

2411

April 27, 1948

#488 A

County Court of Clatsop County
Astoria
Oregon

Gentlemen:

Receipt is acknowledged of your recent letter having reference to the apparent slow progress being made on the Circle Bridge-Summit Section of the Oregon Coast Highway north of Cannon Beach.

The materials encountered in excavation on this project were such that work could not be carried on during winter months and the contractor was forced to shut down his operations.. He has now resumed his operations and is making good progress and it is believed that the section will be completed and open to traffic by midsummer.

We assure you that we will do all we can to expedite the opening of this section.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams

ASSIGNMENT

No. 488
WCW

DESCRIPTION: Let. 4/16/48 from C.A.Ross, Ore. Coast Assn. re. completion of project btwn junction of ORE 2 and Cannon Beach.

DATE: 4/26/48 ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☐ ______________________________

REPORT RECEIVED: 4-27-48-d

REMARKS:

GUY BOYINGTON, COUNTY JUDGE
A. ZUNDEL, COMMISSIONER
MYRON E. JONES, COMMISSIONER
WM. J. BROOKS, CLERK
PAUL KEARNEY, SHERIFF
GARNET L. GREEN, DIST. ATTY.
GUY W. SPICER, ASSESSOR

Clatsop County

BEN BURNS, TREASURER
ARTHUR F. DANIELSON, SURVEYOR
ANNE LEWIS, SCHOOL SUPT.
WILLIAM R. THOMPSON, CORONER
TIM DE JONG, ENGINEER
CHAS. DODGE, LAND AGENT
GORDON HOOD, COUNTY AGENT

THE COUNTY COURT MEETS EVERY WEDNESDAY FOR THE TRANSACTION OF COUNTY BUSINESS

ASTORIA, OREGON.

April 15th 1948.

Oregon State Highway Department,
Salem,
Oregon.

Gentlemen:

We wish to draw your attention to the Seaside - Cannon Beach highway #101. It has been reported to us that this partial construction has presented some very bad hazards.

We are very anxious that the work on this project be expedited and carried foeward to its final conclusion at the earliest possible time.

Yours very truly,

Clatsop County Court.

Guy Boyington
County Judge.

A. Zundel
Commissioner.

Myron E. Jones
Commissioner.

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OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 30 1948
FOR FILING

F-180 (22)

2211

#489 W

April 27, 1948

Mr. C. A. Rose, President
The Oregon Coast Association
P. O. Box 101
Tillamook, Oregon

Gentlemen:

Receipt is acknowledged of your recent letter having reference to the apparent slow progress being made on the Circle Bridge-Summit Section of the Oregon Coast Highway north of Cannon Beach.

The materials encountered in excavation on this project were such that work could not be carried on during winter months and the contractor was forced to shut down his operations. He has now resumed his operations and is making good progress and it is believed that the section will be completed and open to traffic by midsummer.

We assure you that we will do all we can to expedite the opening of this section.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams

ASSIGNMENT No. 489
WCW

DESCRIPTION: Let. 4/15/48 from Clatsop Co. re hazard resulting from partial construction of Seaside-Cannon Beach Hwy 101.

DATE: 4/26/48 ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ________________

☐ ____

REPORT RECEIVED: 4-27-48

REMARKS:

FORM E-90 5M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Records of Assignment Nos. 488 and 489, W.C.W., the Circle Bridge-Summit Section of US #101 was closed down last winter as it was impossible to make any progress during the winter months. The contractor has again resumed operations and probably will have the section completed by midsummer.

This one section, however, will make little improvement as a through highway. As soon as Congress passes the appropriation bill for the next three years, the Commission will consider the allocation of additional funds to this and other projects.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

The Oregon Coast Association

Alderman Building
Telephone 1156

P. O. Box 101
Tillamook, Oregon

April 16, 1948

State Highway Commission
Salem, Oregon

Att'n: Mr. R. H. Baldock

Dear Mr. Baldock:

We are constantly besieged with questions regarding completion of the project between the junction of Oregon 2 and Cannon Beach.

This stretch of unfinished road is particularly hazardous to strangers traveling it by night. I am quite sure there are good and sufficient reasons why this project has lagged.

Would you be so kind as to give us this information and if you have any idea as to the time of completion we would like to know the approximate date.

Thanking you for your cooperation.

Very truly yours,

Chas. A. Ross

C. A. ROSS
President

CAR:lc

"In All the World
No Drive Like This"

OREGON
U S
101

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OFFICE OF
CONSTRUCTION ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

C
O
P
Y

F-180(271

2871

September 18, 1947

4-1053

Mr. Fred H. Slate,
Leonard & Slate Oreg. Ltd.,
7805 S. W. 40th Avenue,
Portland 1, Oregon.

Dear Sir:

This will acknowledge your letter of September 15 requesting the State to perform the oiling work on the detours of your Contract No. 2781, which work is provided for in the contract items of the contract. ? 2871

Our state oiling crew is in that vicinity now and we have put through a State Force Order under the contract to do this work immediately, which will automatically eliminate that portion of the oiling work from your contract. We will, of course, use the aggregate material which you have provided for this work and will give you credit for same on the basis of the cost of the material or additional maintenance material in stock pile.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. H. G. Smith
Mr. J. H. Scott

RECEIVED
JUL 23 1947
FOR FILING

F-180 (22)

July 17, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith, for your consideration and approval, are copies of Order for Extra Work No. 1 covering building of temporary guard rails on three sections of detour roads on the Circle Bridge-Summit Section of the Oregon Coast Highway in Clatsop County, Contract No. 2871, in connection with Federal Aid Project No. F-180 (22). The guard rails to be made of down logs and danger trees 10" to 15" in diameter and which are adjacent to clearing lines on this project.

This work is necessary for safety of traffic using the detour roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:SW
Encl.

RECEIVED
JUN 7 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

F-180(22)

June 2, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-180(22)
Circle Bridge-Summit
Section of Oregon Coast Hwy.

Dear Sir:

Enclosed for your file is an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN 4 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

State Oregon WA8 pr 7240

Federal Aid

Project No. F-100(22)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of May, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 19[illegible], a project statement, which was approved on the 9th day of October, 19[illegible], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of January, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixty-four thousand and 00/100 dollars ($164,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made availa
in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 539, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 97+47.15 in the SW 1/4 Section 9, T-5-N, R-10-W, W.M. and survey station 150+00 in the SE 1/4, Section 17, T-5-N, R-10-W, W.M. without exception

, length 0.994 miles, in Clatsop County, being Oregon Federal Aid project No. F-180(22), consisting of 0.994 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixty-four thousand and 00/100 dollars ($164,000.00), which does not exceed the authorized Federal pro rata share of two hundred eighty-two thousand seven hundred thirty-six and 30/100 dollars ($282,736.30), the approved total estimated cost of said project.

PAYMENTS

Article V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)
Chap. 329, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest H B Glaisyer
SECRETARY

By T H Banfield
Chairman, State Highway Commis
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUN 2 1947
OREGON DISTRICT

9-1-10 B

217 Mayer Bldg.
Portland, 5, Ore.
May 30, 1947

Mr. H. G. Smith
Ore. State Highway Comm.
Salem, Ore.

NOTED
SMITH

Dear Mr. Smith,

This is to inform you that on my recent trip to the coast I found the ground just beginning to dry so that cats could work on it.

I made arrangements to finish the Circle Bridge - Hug Point clearing beginning just after July 1st.

I hope this meets with your approval,

Yours,
J. R. Maginnis

RECEIVED
JUN 11 1947
FOR FILING

F-180 (22)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Circle Bridge-Summit Section, Project No. F-180 (22).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWS:lh

Encl.

Oregon State Highway Department   Federal Aid Project No. F-180 (2[illegible])

CIRCLE BRIDGE-SUMMIT SECTION OF THE

OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1947

Roadway (Sta. 97+47.65 = 97+47.15 to 150+00)

All Required		Grubbing and Cleaning Up		$ 12,000.00
1	acre	Extra Clearing and Grubbing	$1,000.00	1,000.00
1,300	cu. yds.	Structural Excavation	3.00	3,900.00
400	cu. yds.	Trench Excavation, Unclassified	2.00	800.00
73,000	cu. yds.	General Excavation, Stations 97+47.15 to 150+00, Unclassified	0.55	40,150.00
195,000	cu. yds.	General Excavation, Stations 150+00 to 165+00, Unclassified	0.55	107,250.00
860,000	yd. stas.	Short Overhaul	0.02	17,200.00
25,000	C-yd. stas.	Long Overhaul	0.50	12,500.00
1,500	lin. ft.	Rounding Cutbanks	0.25	375.00
0.99	mile	Finishing Roadbed and Slopes	1,000.00	990.00
290	lin. ft.	18" Concrete Pipe	3.50	1,015.00
260	lin. ft.	24" Concrete Pipe	4.50	1,170.00
600	lin. ft.	18" Concrete Pipe, Extra Strength	4.00	2,400.00
1,200	lin. ft.	6" Perforated Corr. Metal Drain Pipe, Coated	1.50	1,800.00
500	lin. ft.	8" Perforated Corr. Metal Drain Pipe, Coated	2.00	1,000.00
210	cu. yds.	Rock or Gravel Backfill in Drains	5.00	1,050.00
210	cu. yds.	Class "A" Concrete	60.00	12,600.00
37,000	lbs.	Metal Reinforcement	0.12	4,440.00
3,300	cu. yds.	2" - 0" Rock in Base	3.50	11,550.00
1,950	cu. yds.	3/4" - 0" Rock in Base and Shoulders	3.60	7,020.00
160	M-gals.	Sprinkling	4.00	640.00
0.99	mile	Preparation of Base	200.00	198.00
120	cu. yds.	3/4" - 0" Rock in Binder Course	5.00	600.00
1,540	cu. yds.	Furnishing and Placing Aggregates	5.25	8,085.00
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	1,000.00
108	tons	Furnishing and Placing 121-150 Asphalt	50.00	5,400.00

18 tons	Furnishing and Placing RS-3 or Emulsified Asphalt in Seal Coat	$50.00	$ 900.00
		Subtotal	$257,033.00
		10% Engr. & Cont.	25,703.30
		Total	$282,736.30

Length	0.994 mile
Cost per mile	$284,442.95

Federal Aid Funds- -	$164,000.00
State Funds- -	118,736.30
	$282,736.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-180 (22)

CIRCLE BRIDGE-SUMMIT SECTION OF THE OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 11, 1947

Roadway (Sta. 97+47.65 = 97+47.15 to 150+00)

All Required		Grubbing and Cleaning Up		$ 10,000.00
1	acre	Extra Clearing and Grubbing	$1,000.00	1,000.00
1,300	cu. yds.	Structural Excavation	3.00	3,900.00
400	cu. yds.	Trench Excavation, Unclassified	3.00	1,200.00
73,000	cu. yds.	General Excavation, Stations 97+47.15 to 150+00, Unclassified	0.50	36,500.00
195,000	cu. yds.	General Excavation, Stations 150+00 to 165+00, Unclassified	0.75	146,250.00
860,000	yd. stas.	Short Overhaul	0.02	17,200.00
25,000	C-yd. stas.	Long Overhaul	0.50	12,500.00
1,500	lin. ft.	Rounding Cutbanks	0.15	225.00
0.99	mile	Finishing Roadbed and Slopes	500.00	495.00
290	lin. ft.	18" Concrete Pipe	3.00	870.00
260	lin. ft.	24" Concrete Pipe	4.50	1,170.00
600	lin. ft.	18" Concrete Pipe, Extra Strength	3.25	1,950.00
1,200	lin. ft.	6" Perforated Corr. Metal Drain Pipe, Coated	1.00	1,200.00
500	lin. ft.	8" Perforated Corr. Metal Drain Pipe, Coated	1.25	625.00
210	cu. yds.	Rock or Gravel Backfill in Drains	3.00	630.00
210	cu. yds.	Class "A" Concrete	50.00	10,500.00
37,000	lbs.	Metal Reinforcement	0.09	3,330.00
3,300	cu. yds.	2" - 0" Rock in Base	3.00	9,900.00
1,950	cu. yds.	3/4" - 0" Rock in Base and Shoulders	3.00	5,850.00
160	M-gals.	Sprinkling	3.00	480.00
0.99	mile	Preparation of Base	200.00	198.00
120	cu. yds.	3/4" - 0" Rock in Binder Course	4.00	480.00
1,540	cu. yds.	Furnishing and Placing Aggregates	4.00	6,160.00
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	660.00
108	tons	Furnishing and Placing 121-150 Asphalt	33.00	3,564.00

18 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	$ 33.00	$ 594.00
		Subtotal	$277,431.00
		10% Engr. & Cont.	27,743.10
		Total	$305,174.10
	Length	0.994 mile	
	Cost per mile	$307,016.09	

Federal Aid Funds- -	$177,000.00
State Funds- -	128,174.10
	$305,174.10

CIRCLE BRIDGE-SUMMIT SECTION

PROJECT NO. F-180 (22)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 11, 1947

9-1-10 B

March 21st, 1947

Mr. J. E. [illegible]
[illegible] Building
Portland 4, Oregon

Dear Sir:

In regard to your agreement to pay Leonard & Slate $730.00 for hauling the unfinished portion of the clearing on your Contract [illegible] from Station 99+67 to 152+00 on the [illegible] Point Section of the Oregon Coast Highway which has been let to Leonard & Slate for grading.

We would prefer that you make this payment direct to Leonard & Slate instead of handling it as a deduction from your estimate. Therefore, as soon as you have another estimate due we will make it in two parts, one check for $730.00 which you can turn over to Leonard & Slate.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

E. C. Smith
Construction Engineer

[illegible]

cc to: [illegible]
[illegible]
Leonard & Slate

J. R. MAGINNIS
217 Mayer Building
Portland 5, Oregon

March 13, 1947

Mr. H. G. Smith
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In line with your directive to allow Leonard & Slate $750.00 for the unfinished clearing on that portion of our Circle Bridge-Hug Point clearing job on which they bid the grading, we agree that this be paid.

For your information I dropped down and talked to their superintendent, Mr. Wall. With Mr. Scott, I checked with Mr. Wall as to the amounts against us at that time. These amounts added to the work to be done would make the $750.00 look high.

I am unable to get in touch with Mr. Slate but, in view of the fact that we now have an understanding of the work to be done on the remainder of the job, we are glad to close that portion, as now knowing what is required of us we shall be able to finish the remainder.

We understand that you asked that we burn the remaining piles. We shall be glad to do this and more. We will burn the remains of previously burned piles and thoroughly clean all chunks, etc. from the highway ditches. This will, we are sure, satisfy and please you and at the same time give us the satisfaction of having done a good job.

We are aware that we suffered considerable loss through the activities of the power company, but in the interests of harmony we are glad to absorb this loss since we now see how to finish the job. This will represent a loss of about $10,000.00 on the job, including the timber salvage, but we will write this off to education.

Yours very truly,

J. R. Maginnis

J. R. Maginnis

MAR 15 1947

JRM/m

RECEIVED
FEB 26 1947
FOR FILING

E-780 (22)

February 26, 1947

Leonard & Slate Oreg. Ltd.
7805 S.W. 40th Avenue
Portland 1
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2871 which was awarded to you on February 4, 1947 by the State Highway Commission, covering the Circle Bridge-Summit Section of the Oregon Coast Highway, in Clatsop County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
FEB 25 1947
FOR FILING

F-180 (22)

February 20, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 17, 1947, on Contract No. 2871, Circle Bridge-Summit Section in connection with Federal Aid Project No. F-180 (22).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

RECEIVED
FEB 7 1947
FOR FILING

F.180(22)

February 5, 1947

#2571

Leonard & Slate, Oreg. Ltd.
7805 Southwest 40th Avenue
Portland 1, Oregon

Gentlemen:

The State Highway Commission on February 4, awarded you the contract for the Circle Bridge–Summit Section of the Oregon Coast Highway in Clatsop County. This award was based on your low bid of $291,473.60 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

kr

cc - Mr. S. H. Probert

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

RECEIVED
MAY 6 1947
FOR FILING

F-180-22

February 4, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Federal Aid Project No. F-180(22), Circle Bridge - Summit Section of the Oregon Coast Highway, to Leonard and Slate, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
FEB 6 1947
OREGON
STATE HIGHWAY COMMISSION

Tran

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 15 1947
FOR FILING

F-180-22

January 14, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-180(22), Circle Bridge - Summit Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JAN 15 1947
OREGON
STATE HIGHWAY COMMISSION

In

9-1-10-B

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1946

4-1051

SUBJECT:

To:

Mr. J. H. Scott,
Resident Engineer,
Oregon State Highway Department,
Nehalem, Oregon.

Dear Sir:

After consultation on the matter of the specifications as written and interpreted by Mr. O'Neil, Mr. Baldock has decided that the close cutting of the original cut stumps on the Circle Bridge-Hug Point Section will not be required. However, any snags or stumps not so cut prior to the contract should be cut in accordance with the specifications.

Mr. McGinnis is to finish the burning of piles, drag out and dispose also of logs that are on the ground and were pointed out to him in our recent inspection trip. He need not cut or mow the burned brush at the south end of the job, nor do anything with the forest duff or rotten wood that litters the ground. This, however, would not apply to partly rotted logs that can be moved as logs and disposed of.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. H. G. Smith

RECEIVED
NOV 7 194
OFFICE OF
CONSTRUCTION ENGINEER

9-1-10-8

Salem, Oregon
November 2nd, 1946

Mr. F. B. Eason
Division Engineer
Laboratory

Dear Sir:

I have discussed the J. E. McGinnis contract on the Circle Bridge-Hug Point Section with Mr. Baldock and also with Mr. O'Neil, and it has been ruled that the close cutting of stumps does not come under this contract. Mr. McGinnis should finish burning the piles and drag out such logs as we pointed out to him, but he need not mow the burned brush at the south end of the job, nor need he bothered with the forest duff and rotten wood that litters the ground.

We wish to take into consideration that the grading contractor will do a great deal of shooting and re-scatter debris all over the ground, so it is felt useless to be too particular at this time.

Very truly yours,

E. G. Smith
Construction Engineer

EGS:AB

F-98(4) Spencer Cr. Viaduct, Oregon 1947
Coast Hwy.
#2872

RECEIVED
MAR 31 1948
FOR FILING

F-98(4)

March 30, 1948

Mr. Archie R. Averill
Rte.10, Box 874
Portland 2
Oregon

Dear Sir:

The State Highway Commission, at its meeting on March 12, 1948, had under discussion your request for an extension of time of 34 days, from November 16 to December 19, 1947, within which to complete your contract No. 2872, for construction of the Spencer Creek Bridge on the Oregon Coast Highway, in Lincoln County.

The Highway Commission granted your request but assessed engineering costs after November 15th as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
    Division Engineer

    G. S. Paxson

NOTED ON CARD

3-30-48 gl

RECEIVED
FEB 17 1948
FOR FILING

F-92 (4)

#2872

February 16, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

This to advise you that State Highway Contract No. 2872 for work on the Spencer Creek Section of the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $4,371.66 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $44,608.37, of which amount $595.46 represents force account items. This contract was completed on December 19, 1947 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting in March.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Will you please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: G. Cyrus Bishop, Agent
319 Yeon Building
Portland 4, Oregon

NOTED ON CARD

2-16-48

RECEIVED
FEB 17 1948
FOR FILING

F-98(4)

February 11, 1948

Request for Extension of Time
No. 6
March 15 and 16 meeting.

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Spencer Creek Bridge on Oregon Coast
Highway, Contract 2972
Archie R. Averill, Contractor

Herewith request for an extension of time covering the completion of the Spencer Creek Bridge on the Oregon Coast Highway in Lincoln County, Archie R. Averill, contractor. At the Commission meeting on October 21, 1947, the time for completion of this project was extended from September 30, 1947 to November 15, 1947 without penalty, and with further instructions that the contractor was to reimburse the State for all engineering costs incurred subsequent to November 15, 1947. The attached request covers the extension from November 15 to and including December 19, 1947, which is the completion date for the project. We recommend that engineering costs after November 15 be assessed against the contractor.

Attached is a copy of the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP CM
cc R. H. Baldock
W. C. Williams
H. B. Glaisyer
G. S. Paxson

COPY

October 13, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Reference is made to Mr. Paxson's letter of October 8, 1947 requesting concurrence in an extension of time to Archie M. Averill, contractor on the Spencer Creek Bridge, Oregon Project F-98(4), from September 30, 1947 to December 30, 1947.

We agree that the rebuilding of the old cofferdams as extra work covered by the specifications delayed this project 45 days and we will recommend approval of your request that the extension to November 15, 1947 be granted without penalty, and the extension required subsequent to November 15th be subject to the invoking of the penalty as required by the contract.

Very truly yours,

T. M. DAVIS
District Engineer.

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FOR FILING
FORM E-30 20M 7-47

F-78(4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1948

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Archie R. Averill completed work on Contract 2872, Spencer Creek Bridge on the Oregon Coast Highway in Lincoln County, on December 19, 1947.

Will you please secure authority from the Commission to pay the final estimate on this job. Specified date for the completion of the work was September 30, 1947. An extension of time has been granted to November 15, 1947.

We are arranging with the contractor to present an additional request for extension of time covering the period November 15 to December 19, the completion date. This will be forwarded to you for presentation to the Commission, as soon as it is received in this office.

In acting on the last extension of time request, the Commission has indicated that they will charge the contractor an engineering penalty for all time spent on the job subsequent to November 15.

Very truly yours,

W A Reeves
W. A. Reeves
Bridge Office Engineer

CAG/ds

cc W. A. Reeves

REFERRED TO
Mrs [illegible]
BY SECRETARY

APPROVED BY HIGHWAY COMMISSION
DATE March 12, 1948
[illegible]
SECRETARY

RECEIVED
JAN 12 19
FOR FILING

F-78 (4)

January 8, 1948

The Aetna Casualty and Surety Company
322 Yeon Building
Portland 4, Oregon

Attention: G. Cyrus Bishop

Dear Mr. Bishop:

On December 22 you wrote a letter to us regarding the status of contract No. 2872 to Mr. A. R. Averill for work on the Spencer Creek Bridge on the Oregon Coast Highway. The amount of $3,123.75 as retained percentage is correct.

The amount of $2,823.84 for work performed since November 10 and including the final estimate we are not able to verify accurately as the final estimate is not in. However, the December 10 engineer's report shows that there was still approximately $800.00 worth of work to be performed.

This job was completed on December 19, 1947, and estimates have been submitted through that date for total payment on the job in amount of $40,236.61. The total amount earned, including the retained percentage, through December 10 is $43,360.46.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

FAQ:dr

NOTED
H. B. GLAISYER

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

AEtna-izer
G. CYRUS BISHOP
Aims to Please
322 YEON BLDG. AT. 7381
RES. GARFIELD 4461

PORTLAND 4. OREGON

12/22/47.

State Highway Commission,
Salem Ore.

Gentlemen,

re A.R. Averill

Mr Averill submitted a financial statement as of today and showed accounts receivable from you as follows:

[illegible] 3,123.75 retained percentage on ~~Nov~~ Dec 10 estimate.
2,823.84 work performed since Nov 10 and including final estimate.

#810

paid inc to Dec 10
40,236.61
Total $ 43,360.96

May we ask if these amounts coincide with your records?

Yours truly,

G. Cyrus Bishop

~~Est~~ Comp 12 ~~17~~ 19 47
notice of [illegible]

RECEIVED
DEC 24 1947
OREGON
STATE HIGHWAY COMMISSION

"AIMS TO PLEASE"

RECEIVED
NOV 14 1947
FOR FILING

F-98 (4)

November 13, 1947

Mr. Archie R. Averill
Rte. 10, Box 874
Portland 2
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 90 days, from September 30 to December 30, 1947, within which to complete your contract No. 2872 covering Spencer Creek Bridge on the Oregon Coast Highway, in Lincoln County.

I am pleased to inform you that the Commission granted your request through November 15, 1947 without penalty, after that date a penalty is to be imposed for all engineering costs incurred by the State. This action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason

NOTED ON CARD

11-13-47 gl

RECEIVED
MAR 20 1947
FOR FILING

F-78(9)

March 19, 1947

Archie R. Averill
Route 10, Box 874
Portland 2, Oregon

Dear Sir:

We are attaching hereto, a fully executed copy of contract No. 2872 which was awarded to you on February 20, 1947, by the State Highway Commission, covering the construction of the Spencer Creek Bridge on the Oregon Coast Highway in Lincoln County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
MAR 20 1947
FOR FILING

F-98 (4)

Salem, Oregon
March 19, 1947

Contract No. 2872

Mr. Carl Smith

BUILDING

I am attaching, hereto, one (1) fully executed copy of State Highway Contract No. 2872, awarded on February 20, 1947, covering the construction of the Spencer Creek Bridge on the Oregon Coast Highway in Lincoln County. This contract was awarded to Archie B. Averill.

These are for the records and files of the Secretary of State.

Secretary

fw

1 Encl.

RECEIVED
MAR 21 1947
FOR FILING

F-98(4)

March 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter dated January 27, 1947, transmitting revised plans for the Spencer Creek Bridge, Oregon F-98(4). The revised plans have been reviewed and are considered satisfactory. They are being recommended for approval.

Very truly yours,

T. M. DAVIS
District Engineer.

State Highway Engineer
NOTED

Original sent to Paxson

RECEIVED
APR 1 8 1947
FOR FILING

F-98(4)

#2872

AGENDA
MAR 2 4 1947

February 20, 1947

Archie R. Averill
Route 10, Box 874
Portland 2, Oregon

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of a 182 ft. reinforced concrete viaduct over Spencer Creek on the Oregon Coast Highway in Lincoln County. This award was based on your low bid of $41,450.00 submitted on February 3, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

cc - R. G. Smith
G. S. Paxson
S. H. Probert
Goldie Lewis

per confirmed

S+C

to the account of ______________________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

February 20, 1947
3:30 P.M.

Archie R. Averill
Route 10, Box 874
Portland 2, Oregon

State Highway Commission awarded you today contract to construct concrete viaduct over Spencer Creek on Oregon Coast Highway in Lincoln County based on your low bid submitted February 3, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION
By: H. B. Glaisyer, Secretary

RE:dr
Charge 5001-900
Salem, Oregon

RECEIVED
FEB 21 1947
FOR FILING

WESTERN UNION

1201

(4)

JOSEPH L. EGAN
PRESIDENT

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRB173 GOVT DL PD=PORTLAND ORG 20 2225P 1947 FEB 20 PM 1 38

R H BALDOCK=
STATE HIGHWAY ENGINEER

=REURTEL CONCURRENCE IS HEREBY GIVEN IN AWARD OF CONTRACT TODAY TO ARCHIE R AVERILL LOW BIDDER OREGON F-98 (4), SPENCER CREEK BRIDGE=

M DAVIS

R F-98

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FEB 21 1947
FOR FILING

Charge to the account of ______________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 20, 1947

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

COPY

REQUEST CONCURRENCE IN AWARD TODAY OF CONTRACTS AS FOLLOWS: SHERIDAN STREET BANCROFT STREET PROJECT AND ROSS ISLAND BRIDGE PROJECT TO KUCKENBERG CONSTRUCTION COMPANY. SPENCER CREEK BRIDGE PROJECT TO ARCHIE R. AVERILL. RIGHTS OF WAY FOR ALL PROJECT ARE ACQUIRED.

R. H. BALDOCK

Oregon State Highway Department, Salem, Oregon 4171

Original filed with Sheridan St. Bancroft St. Project
[illegible]

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 15 1947
FOR FILING

F-98-4

January 14, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S. & E. documents for Oregon Project No. F-98(4), Spencer Creek Bridge on the Spencer Creek - Agate Beach Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 15 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

UI-306(5) Front Ave. Sec., (Sheridan 1947
St.-Bancroft St.), Pacific
#2873 Hwy. West [redacted]

RECEIVED
FOR FILING

2873

ROBERT T. MAUTZ
CALVIN R. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

HI - [illegible] (5)

2873

August 28, 1953

Mr. W. C. Williams,
Assistant State Highway Engineer,
State Capitol,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Re: Kuckenberg Construction Co. v. City of Portland

Dear Mr. Williams:

Since our last conference with you in regard to the above captioned case, a change has taken place. As you know the trial date was previously scheduled for September 2nd, but now the case has been taken off the docket and discontinued indefinitely until further notice. We of course hope to negotiate the matter and dispose of it in that way, but if such cannot be done we will again be requesting your services as an expert witness. In any event I will keep you advised as to the progress of the case and let you know just as soon as possible if and when the case is set so that we may be assured of your availability.

Thank you very kindly for your cooperation in this matter.

Yours very truly,

John L. Schwabe
John L. Schwabe

JLS:el

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1950
ILING

RECEIVED
AUG 1 1950
FOR FILING

Files

OREGON STATE HIGHWAY COMMISSION

Aug. 8, 1950
(Date)

Wi-306(5)

2873
(Contract No.)

29-final
(Est. No.)

Kuckenberg Constr. Co.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11922	379182	27,925.70	8/7/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

~~XXXX~~ Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: AUG 9 1950 aav

NOTED ON CARD
8-9-50 gk

OREGON STATE HIGHWAY COMMISSION

Aug. 8, 1950
(Date)

2873 (Contract No.)
29-final (Est. No.)
Hickenberg Constr. Co. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11922	379182	27,925.70	8/7/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorised.

ACCOUNTING DIVISION

Specified completion date: Sep. 30, 1948

XXXX Completed: June 24, 1949

Contract Accepted: Aug. 1, 1949

Time Extensions: Extended to June 24, 1949 without penalty

Penalties: None of Record

Claims: No legitimate claims of record

Remarks:

Date: 8-9-50

Accounting Division:

Release of the above warrant is hereby authorised:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
JUL 14 1950
FOR FILING

W1-306(5)

2873

July 14, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2873, for work on the Front Ave. (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County, has been completed by the contractor, Kuckenberg Construction Co., and that a second revised final payment in the amount of $27,925.70 will be made on or after July 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the second revised total contract amount is $926,102.75, of which amount $14,794.57 represents force account items. This contract was completed on June 24, 1949 and accepted by the Commission on August 1, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassens & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
7-14-50 gl

RECEIVED
JUN 12 1950
FOR FILING

June 9, 1950

Hackenberg Construction Company
11104 N. E. Holman Street
Portland 13, Oregon

Gentlemen:

Reference is made to your letter of May 26, addressed to Mr. Paxson and having reference to the payment for concrete in the roadway curbs on Contract No. 2873, same being the Sheridan St.-Bancroft St. Section in Portland.

We have re-examined this matter, and in view of the apparent conflict between the general specifications for handrailing in Section 13 and the specification in Article 2.4.27, Measurement and Payment for Concrete, and in further consideration of your statements that your bid for handrailing was based on inclusion of the roadway curbs in the pay quantities of concrete, we will allow your claim.

Please return to us the final estimate recently submitted to you and a revised estimate will be issued.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
JUN 9 1950
FOR FILING
FORM E-30 25M 1-50 37838

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1950

SUBJECT: Sheridan St.-Bancroft St. Section,
Front Avenue Project in Portland

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

A controversy has developed with the Kuckenberg Construction Company with reference to the payment for roadway curbs on the structures included in the above project. The special provisions for this project include a section entitled "Fabricated Metal Railing." The first paragraph of this provision reads as follows:

> "Specifications:
>
> "Material and details of construction shall comply with the requirements of Section 13, Division II, "Railings," of the standard bridge specifications."

Under this same provision another paragraph entitled "Measurement and Payment" states that measurement and payment will be made in the manner set forth in the standard bridge specifications.

In making out his estimates for partial payment, our resident engineer included the volume of the roadway curbs as concrete. When the final estimate was checked and sent to the contractor, we lowered the quantities of concrete by the amount of 52.56 cubic yards representing the volume of concrete in roadway curbs. In Section 13 of the 1946 specifications, under which this project was built, is a statement saying that "Railings for bridges, wing walls, retaining walls, etc., shall include all work constructed above the top of the roadway curb or of the sidewalk surface. * * * ." The payment for railing under this section says that payment will be made on the basis of linear feet measured along the center line of the rail. However, in the specification for concrete, in Article 2.4.27 is a very definite statement as to the quantities which shall be included in railing and in payment for concrete. This reads as follows: " * * If a bid is asked on handrailing, that portion of the railing including curbs which is above the surface of the deck or above the surface of the sidewalk, as the case may be, shall not be included in the yardage of concrete, but shall be paid for as handrailing."

You will note that the special provisions referred to above under the heading "Fabricated Metal Railing" do not mention payment, but say material and details of construction, while the payment specification states that payment is to be made as set forth in the standard bridge specifications without reference to any particular section. The specifications quoted above have governed the construction of handrail of bridges. The wording is exactly the same as that used in the edition of August 1, 1939, which preceded the 1946 specifications. The specification has always been interpreted in the way in which we have offered payment to Kuckenberg Construction Company, and I believe that our final estimate to him is all that the specification contemplated.

I am attaching hereto copies of the correspondence between the Kuckenberg Construction Company and this office with reference to the matter and would like to have a conference with you as to what our future policy should be.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc J. M. Devers

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

11104 Northeast Holman Street

Bus. Phone:
WE 2259

Portland 13, Oregon

COPY

May 26, 1950.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention: G. S. Paxson,
Bridge Engineer.

Your letter of May 9 in reply to our reference of May 4 relative to payment for concrete in roadway curbs on our Contract #2873, has been received.

In your letter of May 9 you refer to Article 2.4.26 on page 45, this paragraph in our Bridge Specifications refers to "Sidewalk Finish", however, in Paragraph 2.4.27 "Measurement & Payment" makes reference to Handrail, but it is our firm belief that this Paragraph does not cover our Contract, as we are covered under the Special Provisions.

We assume that you agree with us that the Special Provisions of the Contract take precedence over the General Provisions. Also, we assume that you agree that the Special Provisions, page 42, under the subtitle of "Fabricated Metal Railing" definitely refers to Section 13, Division II, "Railings". On the following page (No. 43) under the same subtitle, "Fabricated Metal Railings", the special provisions state that "measurement and payment will be made in the manner set forth in the standard bridge specifications."

Turning then to the standard bridge specifications Section 13, Division II, "Railings" as referred to by the special provisions, we find on page 62, as previously quoted, that "Railings for bridges, wing walls, retaining walls, etc., shall include all work constructed above the top of the roadway curb or of the sidewalk surface."

Then, prceeding to page 64, also under section 13 "Railings", Paragraph 2.13.14, we find described the method for measurement and payment for handrail. This clearly defines the method of payment for the construction of railings as described in Section 13, Division II referred to in our special provisions.

On May 16 Carl F. Smith, Claim Supervisor wrote us requesting that we return final estimate in the amount of $24,537.02 covering Contract 2873, and a new Estimate would be drawn and sent us for our signature. This Estimate has been received by us and covers only the 13.24 cu.yds., of Stairway Concrete left out of the original Estimate, but does not cover the amount deducted from hand rail curbs.

May 26, 1950.

Oregon State Highway Commission,
Mr. G. S. Paxson,

We believe the information given you above will convince you that we are entitled to payment for Concrete in the Curbs, and that a new Estimate will be drawn up covering the yardage amounting to 52.56 cu.yds., and that the same will be sent us by return mail, however, if you are still determined to stand on your interpretation of the Specifications covering this Contract, then advise us if we sign this Estimate in protest, or if a semi final estimate can be issued in which you hold back $1,000.00 as retained percentage, then we can turn this matter over to our Attorneys with instructions to collect for the yardage for which you refused to allow.

A prompt reply is requested.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

Henry Kuckenberg /s/

Henry Kuckenberg, Partner

HK:gl
cc Lee Gordon

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

May 9, 1950

C O P Y

Kuckenberg Construction Company
11104 N. E. Holman Street
Portland 13, Oregon

Gentlemen:

Reference is made to your letter of May 4, 1950, relative to payment for concrete in roadway curbs.

The special provisions on page 42 of the contract for the Sheridan Street-Bancroft Street Section, which you quote, specifically refers to "Material and details of construction." The provision does not tie the payment exclusively to Section 13 of the standard specifications. Later, in the special provision for "Measurement and Payment" on page 43, reference is made to the "Standard bridge specification" without limiting the reference to any particular section. The provision referred to in my letter of April 27, Article 2.4.26 on page 45, is very definite as to payment for concrete in roadway curbs and has been the controlling specification in all contracts of which this standard specification has been a part.

In view of the specific prohibition of the inclusion of concrete in roadway curbs in the yardage of pay concrete, your claim for such compensation must be denied.

A revised final estimate, including the 13.24 cubic yards of concrete in the stairway, is being prepared and will be sent you when completed.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc A. G. Skelton
J. T. Skelton

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

11104 Northeast Holman Street

Bus. Phone:
WE 2259

Portland 13, Oregon

C O P Y

May 4, 1950.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. C. S. Paxson,
Bridge Engineer

Reference is made to your letter of April 27 addressed to Mr. J. T. Skelton, Resident Bridge Engineer on Contract 2873, a copy of same was sent to us, which is a reply to a letter written by Mr. Skelton and mailed you on March 24, 1950 which covered our protest of a deduction of over three thousand dollars from our final estimate covering the item of Class A Concrete, and approximately a thousand pounds of Reinforcing Steel which comprised the curbs for metal handrail.

In making the deduction of 64.06 cu.yds. of Concrete you have based your authority on Article 2.4.26 on Page 45 of the Specifications. We wish to call your attention to our Contract #2873 on Page 9, Section 1, Paragraph 5-3 Interpretation of Specifications, Plans and Special Provisions which definitely states that the special provision of this Contract takes precedence over both plans and specifications. On Page 42 special provision of the Contract: FABRICATED METAL RAILING: "Material and details of construction shall comply with the requirements of Section 13, Division II,"Railing," of the standard bridge specifications." We quote above Section 13, Division II Railings which definitely states on Page 62 "Railings for bridges, wing walls, retaining walls, etc., shall include all work constructed above the top of the roadway curb or of the sidewalk surface." As the two quantities, namely Class A Concrete and Reinforcing Steel are both included in roadway curbs, there is no question as to our being entitled to payment for same.

The fact that we completed this Contract in June of 1949, and our final estimate was received by us on March 22, 1950, which is approximately nine months after completion, and then your delay in answering our inquiry bears out the writers suggestion made at our dinner meeting which was held in the A.G.C's club room about a week ago, "that the Contractor should be notified at the time errors are discovered, which would give the Contractor a chance to present his side of the story." If this were done, it would eliminate waste of time in the payment of Estimate to the Contractor.

May 4, 1950.

Oregon State Highway Commission,
Page 2.

Kindly acknowledge receipt of this letter by return mail, and advise us when we may expect our final estimate with the corrections made to replace the 64.06 cu.yds. Concrete at $50.00 per cu.yd., and approximately 1200 pounds of Reinforcing Steel that were deducted from out final estimate. Then add the above quantities for payment to our final estimate. The item of 64.06 cu.yds. of Class A Concrete includes the 13.24 cu.yds. of stairway concrete which should have been a pay item to us, but which was deducted from the final estimate.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

Henry Kuckenberg /s/

HK:gl

Henry Kuckenberg, Partner.

cc: D.J.Barbee
J.T.Skelton
R.H.Baldock
Lee Gordon
A.G.C. Mr. Harding

FORM E-30 25M 1-50 37636

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

1089 N. Crosby Ave., Portland 12, Ore.
March 24, 1950.

C
O
P
Y

26-1073
SUBJECT: Final Estimate - So. Unit Front Ave.
Contr. 2873

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Dear Sir:

Mr. Lee Gordon has requested that Kuckenberg Construction Co. be informed as to the reasons for variation in Class "A" Concrete, bid item #61, between the semi-final and the final estimate as recently received by his firm.

Mr. Gordon states that the amount on the final estimate is $3203.00 less than reported on the semi-final estimate or some 64.06 cu. yds.

As I have no specific information on variations between these two estimates, Mr. Gordon's request is being referred to you for answer.

Yours very truly,

J. T. Skelton /s/
J. T. Skelton, Res. Br. Engr.

c.c. Mr. A. G. Skelton
Mr. D. J. Barbee
Kuckenberg Construction Co., Attn: Mr. Lee Gordon.

FORM E-30 36M 1-50 37896

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1950

SUBJECT:

To: Mr. J. T. Skelton
Resident Bridge Engineer
State Highway Department
1089 N. Crosby Avenue
Portland 12, Oregon

C O P Y

Dear Sir:

Reference is made to your letter of March 24 re the final estimate on Contract No. 2873 for the Bancroft-Sheridan Streets Section of the Front Avenue Project.

The difference of 64.06 cubic yards of concrete is principally in the handrail curbs on sections where there are no sidewalks. These were included as concrete in your simifinal estimate. In Article 2.4.26 on page 45 of the specifications these are specifically made a part of the handrail.

The changes due to these handrail curbs are as follows:

Wood Street	2.29 cubic yards
Grover Street	16.77 cubic yards
Barbur Boulevard Undercrossing	9.72 cubic yards
Viaducts	23.78 cubic yards
	52.56 cubic yards

In checking your final calculations we found a correction of 1.74 cubic yards in favor of the contractor on the Grover Street subway. This was included in the final estimate. In the final estimate two stairways in the section from Station 150+14.32 to Station 180+94.0 were not included. These amount to 13.24 cubic yards.

The quantities given above account for the difference between the semifinal and final estimate.

Deduct for handrail curbs	52.56 cubic yards
Stairways left out	13.24 cubic yards
	65.80 cubic yards
Add for correction at Grover Street	1.74 cubic yards
	64.06 cubic yards

April 27, 1950

The contractor is entitled to the 13.24 cubic yards for stairways, and a revised final estimate is being prepared including them.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc Kuckenberg Construction Company
D. J. Barbee
A. G. Skelton

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHERIDAN St - Bancroft St STRUCTURES

STATE PRINTING DEPT.

	BID or CONTRACT DATA (Strs only)					#6946	#6896
#	Item	Unit	Net	Allow	Total	Rolly Pad Subway	Wood Subway
2	Cement Pav't	SqYd			?	?	?
13	Gen'l Excav. Loc "A" Unclass'f	CY	18360	2040	20,400		3960/440 4400
14	Gen'l Excav. Loc "B" Unclass'f	CY	5040	560	5,600	-0-	-0-
19	8" Perf Conc Pipe	L.Ft	2047	33	2080	-0-	374/6 380
20	Rock Backfill in Drains	CY	460	30	490	-0-	24/6 30
21	6" CI Drain Pipe	L.Ft	130	10	140	-0-	-0-
22	8" " "	"	26	4	30	-0-	-0-
23	6" Sewer Pipe	"	145	5	150	145/5 150	-0-
24	8" " "	"	-0-	-0-	-0-	-0-	-0-
56	Shoring, Crib, etc	All	All	-0-	All	23%	10%
57	Excav for Strs	CY	3060	340	3400	702/92 780	298/52 350
58	" " " b	"	-0-	310	310	70	30
59	Treated Piling	LFt	17635	865	18,500	-0-	-0-
60	Drive Piles	Ea	422	8	430	-0-	-0-
61	Cl "A" Concr.	CY	5339	261	5,600	155/10 165	554/31 585
62	Metal Reinf	Lb.	840836	41.164	882,000	20,200/1000 21,200	96000/4000 100000
63	" Rail	L.Ft	2549	51	2600	85/5 90	274/6 280
64	Single Pipe Rail	"	321	19	340	90/10 100	-0-
65	Double " "	"	152	8	160	-0-	-0-
66	Membr Water Proof	Sq.Yd.	1700	70	1770	616/14 630	95/5 100
67	Tile Facing	" "	778	22	800	336/9 345	-0-
68	Trolley Troughs	All	All	-0-	All	-0-	-0-
69	Drain Inlets	Ea.	8	2	10	-0-	-0-
~~70~~	~~Pole Foundns~~	~~"~~	~~57~~	~~3~~	~~60~~	~~For [illegible]~~	~~[illegible] Pr~~

SHEET 1 OF .... SHEETS

[illegible]896	← #6895 - Grover St			→	Barbour	Blvd	Viad.	→	St [illegible]
[illegible]od [illegible]way	Grover Subway	Clip Del Sub.	Ross's stairs	Tot	Bents 1-5	Retwall & walks	Bents 6-13	Tot	Barbour Ovng
	- o -								
4400				7020/880 8800				-o-	[illegible] 7,200
-o-				-o-				-o-	5040/560 5,600
[illegible]16 380				[illegible]/10 630				-o-	1053/17 1070
30				367/13 380				-o-	69/11 80
-o-				[illegible] 140				-o-	-o-
-o-				26/[illegible] 30				-o-	-o-
-o-				-o-	- . -		- o -	-o-	-o-
-o-				-o-				-o-	-o-
10%	2[illegible]%			42%		0		15%	1[illegible]
350				1[illegible]70/130 1400	140/[illegible]		324/3[illegible] 3[illegible]	470/50 520	320/30 350
30	o -			130			35	50	30
-o-	960/40 1000	- o -	- o -	960/40 1000			[illegible]/240 6240	11430/570 12000	5245/255 5500
-o-	32/1 33	-o-	-o-	32/1 33				243/4 247	147/3 150
[illegible]81 585	[illegible]			1580/85 1665			[illegible]/31 [illegible]	1273/67 1340	1777/68 1845
[illegible]/4000 100000				250000/12800 262800			[illegible]	234636/11364 246000	240000/12000 252000
[illegible]6 280			-o-	454/6 460			[illegible]	1284/16 1300	452/18 470
-o-	[illegible]			231/9 240				-o-	-o-
-o-	70[illegible]		50	152/8 160				-o-	-o-
100	710			678/32 710				-o-	312/18 330
-o-				442/13 455				-o-	-o-
-o-	100%	-o-	-o-	100%				-o-	-o-
-o-				8/2 10				-o-	-o-

~~[illegible] Project~~ No Contribution

RECEIVED
MAY 24 1950
FOR FILING

WI-306(5)

May 24, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2873, for work on the Front Ave.(Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County, has been completed by the contractor, Kuckenberg Construction Co., and that revised final payment in the amount of $25,157.79 will be made on or after June 3, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the revised total contract amount is $923,334.84, of which amount $14,794.57 represents force account items. This contract was completed on June 24 and accepted by the Highway Commission on August 1, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
5-24-50 g C

RECEIVED
3 1 1950
FOR FILING

4E1-304 (5)

2873

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
11104 NORTHEAST HOLMAN STREET
PORTLAND 13, OREGON
Bus. Phone:
WE 2259

May 4, 1950.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. G. S. Paxson,
Bridge Engineer.

Reference is made to your letter of April 27 addressed to Mr. J. T. Shelton, Resident Bridge Engineer on Contract 2873, a copy of same was sent to us, which is a reply to a letter written by Mr. Shelton and mailed you on March 24, 1950 which covered our protest of a deduction of over three thousand dollars from our final estimate covering the item of Class A Concrete, and approximately a thousand pounds of Reinforcing Steel which comprised the curbs for metal handrail.

In making the deduction of 64.06 cu.yds. of Concrete you have based your authority on Article 2.4.26 on Page 45 of the Specifications. We wish to call your attention to our Contract #2873 on Page 9, Section 1, Paragraph 5-3 Interpretation of Specifications, Plans and Special Provisions which definitely states that the special provision of this Contract takes precedence over both plans and specifications. On Page 42 special provision of the Contract: FABRICATED METAL RAILING: "Material and details of construction shall comply with the requirements of Section 13, Division II, "Railing," of the standard bridge specifications." We quote above Section 13, Division II Railings which definitely states on Page 62 "Railings for bridges, wing walls, retaining walls, etc., shall include all work constructed above the top of the roadway curb or of the sidewalk surface." As the two quantities, namely Class A Concrete and Reinforcing Steel are both included in roadway curbs, there is no question as to our being entitled to payment for same.

The fact that we completed this Contract in June of 1949, and our final estimate was received by us on March 22, 1950, which is approximately nine months after completion, and then your delay in answering our inquiry bears out the writers suggestion made at our dinner meeting which was held in the A.G.C's club room about a week ago, "that the Contractor should be notified at the time errors are discovered, which would give the Contractor a chance to present his side of the story." If this were done, it would eliminate waste of time in the payment of Estimate to the Contractor.

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
WE 2359

PORTLAND 13, OREGON

May 4, 1950.

Oregon State Highway Commission,
Page 2.

Kindly acknowledge receipt of this letter by return mail, and advise us when we may expect our final estimate with the corrections made to replace the 64.06 cu.yds. Concrete at $50.00 per cu.yd., and approximately 1200 pounds of Reinforcing Steel that were deducted from out final estimate. Then add the above quantities for payment to our final estimate. The item of 64.06 cu.yds. of Class A Concrete includes the 13.24 cu.yds. of stairway concrete which should have been a pay item to us, but which was deducted from the final estimate.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

Henry Kuckenberg
Henry Kuckenberg, Partner.

HK:gl

cc: D.J.Barbee
J.T.Skelton
R.H.Baldock ✓
Lee Gordon
A.G.C. Mr. Harding

RECEIVED

RECEIVED
MAR 24 1950
FOR FILING

41-306 (5)

2873

March 24, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2873, for work on the Front Ave. (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County, has been completed by the contractor, Kuckenberg Construction Co., and that final payment in the amount of $24,537.02 will be made on or after April 3, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $922,714.07, of which amount $14,794.57 represents force account items. This contract was completed on June 24 and accepted by the Highway Commission on August 1, 1949.

We are sending you this notice as you appear as the surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

ED ON CARD
3-24-50 gl

February 10, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of substitute estimate for vouchering for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI-306 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ga

Encl.

Oregon State Highway Department Federal Aid Project No. UI-306 (5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Substitute estimate for vouchering.)

Salem, Oregon, December 30, 1949

Type Code No. 7101

Roadwork (Sta. 150+49.32 to 186+94.0) (Contract No. 2873)

All Required		Clearing and Grubbing		$ 6,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.25	4,500.00
6,400	sq. yds.	Removal of Sidewalks	0.10	640.00
8,300	lin. ft.	Removal of Curbs	0.10	830.00
52	only	Removal of Inlets	12.50	650.00
5	only	Removal of Manholes	50.00	250.00
1,000	sq. yds.	Removal of Concrete Islands and Separators	0.50	500.00
All Required		Removal of Monument and Sign Post		500.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	5.00	2,500.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.00	1,000.00
1,000	lin. ft.	Removal of Ties in Car Tracks	1.00	1,000.00
4,000	cu. yds.	Structural Excavation, Unclassified	4.00	16,000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.60	38,460.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	0.60	13,740.00
178,000	yd. stas.	Short Overhaul	0.02	3,560.00
1,160	C-yd.stas.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.25	450.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.90	2,430.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	2.00	270.00
30	lin. ft.	8" Cast Iron Drain Pipe	2.25	67.50
600	lin. ft.	6" Sewer Pipe	0.75	450.00
7,100	lin. ft.	8" Sewer Pipe	0.90	6,390.00
330	lin. ft.	10" Sewer Pipe	1.50	495.00
970	lin. ft.	12" Sewer Pipe	1.75	1,697.50
560	lin. ft.	15" Sewer Pipe	2.00	1,120.00
1,000	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	5,000.00
30	cu. yds.	Class "C" Concrete	50.00	1,500.00
8	only	Adjustment of Roof Drains	25.00	200.00
12	only	Adjustment of Manholes	100.00	1,200.00

1	only	Adjustment of Catch Inlets	$ 50.00	$ 50.00
10	only	Reconstructing Manholes	150.00	1,500.00
30	only	Type "A" Manholes (5' to 10' deep)	175.00	5,250.00
6	only	Type "A" Manholes (10' to 20' deep)	300.00	1,800.00
2	only	Drop Manholes	200.00	400.00
100	only	Concrete Inlets	75.00	7,500.00
40	lin. ft.	3/4" Copper Water Pipe	2.00	80.00
100	lin. ft.	1½" Copper Water Pipe	2.25	225.00
230	lin. ft.	2" Copper Water Pipe	2.50	575.00
250	lin. ft.	2½" Copper Water Pipe	2.75	687.50
80	lin. ft.	3" Copper Water Pipe	3.50	280.00
40	lin. ft.	3½" Copper Water Pipe	4.00	160.00
950	cu. yds.	Concrete in Curbs	30.00	28,500.00
100	sq. yds.	Concrete Driveways	3.00	300.00
6,800	sq. yds.	Concrete Walks	2.70	18,360.00
450	cu. yds.	Concrete Traffic Islands	50.00	22,500.00
30	cu. yds.	Concrete Traffic Separators	50.00	1,500.00
30	cu. yds.	Concrete Stairways	50.00	1,500.00
320	lin. ft.	Pipe Handrail on Stairs	2.00	640.00
320	lin. ft.	Reinstalling Salvaged Guard Rail	2.00	640.00
970	lin. ft.	Spring Bracket Guard Rail With Wood Posts	1.50	1,455.00
120	lin. ft.	3' Metal Guard Fence	1.50	180.00
210	lin. ft.	5' Metal Guard Fence	2.50	525.00
All Required		Constructing Recesses for Traffic Control Markers		250.00
780	cu. yds.	Excavation for Structures	4.00	3,120.00
70	cu. yds.	Excavation Below Elevations Shown	10.00	700.00
400	cu. yds.	Class "A" Concrete	50.00	20,000.00
42,000	lbs.	Metal Reinforcement	0.08	3,360.00
470	lin. ft.	Fabricated Metal Railing	8.00	3,760.00
100	lin. ft.	Single Pipe Railing	1.00	100.00
630	sq. yds.	Membrane Waterproofing	1.50	945.00
340	sq. yds.	Tile Facing	16.00	5,440.00
60	only	Pole Foundations	15.00	900.00
40	only	Concrete Boxes	10.00	400.00
780	lin. ft.	3/4" Rigid Conduit	0.75	585.00
920	lin. ft.	1" Rigid Conduit	0.90	828.00
110	lin. ft.	1¼" Rigid Conduit	1.25	137.50
280	lin. ft.	1½" Rigid Conduit	1.60	448.00
100	lin. ft.	2" Rigid Conduit	1.80	180.00
8,800	lin. ft.	2" Fiber Conduit	1.50	13,200.00
10	only	Pedestrian Tunnel Lights	25.00	250.00
8	only	Stair Wall Lights	25.00	200.00
All Required		Wiring (40%)		2,000.00
10,800	cu. yds.	3" - 0" Material in Base	2.00	21,600.00
1,000	cu. yds.	1½" - 0" Material in Base	2.00	2,000.00
1,200	cu. yds.	½" - 0" Material in Cushion Course	2.00	2,400.00
270	M-gals.	Sprinkling	3.00	810.00
42,500	sq. yds.	Portland Cement Concrete Pavement	3.40	144,500.00
3,000	lin. ft.	3/4" x 8" Expansion Joints	0.25	750.00
2,300	lin. ft.	½" x 8" Expansion Joints	0.20	460.00

3,000	lin. ft.	3/4" x 4" Expansion Joints	$ 0.15	$ 450.00
5,300	lin. ft.	½" x 4" Expansion Joints	0.12	636.00
25,000	lin. ft.	Contraction Joints	0.20	5,000.00
2,000	only	3/4" x 18" Dowels	0.50	1,000.00
460	only	3/4" x 10" Dowel Pins	0.50	230.00
600	only	3/4" x 6" Dowel Pins	0.25	150.00
106,000	lbs.	Tie Bars and Reinforcement	0.08	8,480.00
3,500	tons	Class "B" Asphaltic Concrete	8.00	28,000.00
900	tons	Class "C" Asphaltic Concrete	8.00	7,200.00
				$489,797.00

Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.83) (Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (5%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevations Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

Ramps on West End of Ross Island Bridge (Contract No. 2874)

All Required		Preparation of Existing Bridge and Provision for Traffic		$ 9,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
230	cu. yds.	Structural Excavation	$ 4.00	920.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	50.00	26,000.00
94,000	lbs.	Metal Reinforcement	0.08	7,520.00
460	lin. ft.	Concrete Handrail	10.00	4,600.00
All Required		Electrical Installation		4,000.00
				$ 54,240.00

Half-Viaduct (Sta. 182+47 to 185+71) (Contract No. 2873)

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
360	cu. yds.	Excavation for Structures	$ 4.00	1,440.00
35	cu. yds.	Excavation Below Elevations Shown	10.00	350.00
6,240	lin. ft.	Furnish Treated Piling	1.50	9,360.00
121	only	Drive Piling	25.00	3,025.00
630	cu. yds.	Class "A" Concrete	50.00	31,500.00
117,000	lbs.	Metal Reinforcement	0.08	9,360.00
600	lin. ft.	Fabricated Metal Railing	8.00	4,800.00
2	only	Concrete Boxes	10.00	20.00

30	lin. ft.	1" Rigid Conduit	$ 0.90	$ 27.00
400	lin. ft.	2" Fiber Conduit	1.50	600.00
				$ 61,402.00

Subtotal	$636,303.50
10% Engr. & Cont.	63,630.35
Total	$699,933.85

Type Code No. X241

Arthur Street Overcrossing (Sta. 152+33.80 to 158+13.53) (Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (95%)		$ 5,700.00
2,250	cu. yds.	Structural Excavation	$ 3.00	6,750.00
95	cu. yds.	Structural Excavation Below Elevations Shown	12.00	1,140.00
4,400	lin. ft.	Furnish Treated Piles	1.15	5,060.00
140	only	Drive Treated Piles	18.00	2,520.00
18,000	lin. ft.	Furnish 10" x 42# Steel Piling	1.50	27,000.00
240	only	Drive 10" x 42# Steel Piling	55.00	13,200.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling	2.00	10,000.00
60	only	Drive 12" x 53# Steel Piling	55.00	3,300.00
2,800	cu. yds.	Class "A" Concrete	30.00	84,000.00
496,000	lbs.	Metal Reinforcement	0.06	29,760.00
284,000	lbs.	Structural Steel	0.105	29,820.00
6,450	lbs.	Copper and Bronze	0.60	3,870.00
1,480	lin. ft.	Metal Handrail	8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place	2.00	440.00
14	lin. ft.	8" Sewer Pipe in Place	2.25	31.50
All Required		Metal Door Screens		175.00
600	lin. ft.	2" Metal Conduit in Place	1.60	960.00
36	lin. ft.	1½" Metal Conduit in Place	2.00	72.00
435	lin. ft.	1" Metal Conduit in Place	1.30	565.50
28	lin. ft.	3/4" Metal Conduit in Place	0.65	18.20
16	only	Outlet Boxes in Place	8.00	128.00
5	only	I. L. Transformer Boxes in Place	75.00	375.00
				$236,725.20

Type Code No. X223

Overcrossing Structures (Sta. 167+22.5 to 167+60.85) (Sta. 170+26.22 to 170+97.0) (Contract No. 2873)

13,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.60	$ 7,920.00
All Required		Shoring, Cribbing, Etc. (70%)		7,000.00
1,750	cu. yds.	Excavation for Structures	4.00	7,000.00
160	cu. yds.	Excavation Below Elevations Shown	10.00	1,600.00

1,000	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,500.00
33	only	Drive Piling	25.00	825.00
2,250	cu. yds.	Class "A" Concrete	50.00	112,500.00
362,800	lbs.	Metal Reinforcement	0.08	29,024.00
740	lin. ft.	Fabricated Metal Railing	8.00	5,920.00
240	lin. ft.	Single Pipe Railing	1.00	240.00
160	lin. ft.	Double Pipe Railing	2.50	400.00
810	sq. yds.	Membrane Waterproofing	1.50	1,215.00
460	sq. yds.	Tile Facing	16.00	7,360.00
All Required		Trolley Troughs Complete		3,000.00
10	only	Drain Inlets	50.00	500.00
1	only	Concrete Boxes	10.00	10.00
13	only	Metal Pull Boxes	5.00	65.00
1,220	lin. ft.	3/4" Rigid Conduit	0.75	915.00
150	lin. ft.	1" Rigid Conduit	0.90	135.00
40	lin. ft.	1¼" Rigid Conduit	1.25	50.00
20	lin. ft.	1½" Rigid Conduit	1.60	32.00
240	lin. ft.	2" Rigid Conduit	1.80	432.00
14	only	Pedestrian Tunnel Lights	25.00	350.00
16	only	Stair Wall Lights	25.00	400.00
26	only	Light Castings	25.00	650.00
All Required		Wiring (50%)		2,500.00
				$191,543.00

Type Code No. X921

Viaduct (Sta. 179+05 to 180+95) (Contract No. 2873)

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
160	cu. yds.	Excavation for Structures	$ 4.00	640.00
15	cu. yds.	Excavation Below Elevations Shown	10.00	150.00
5,760	lin. ft.	Furnish Treated Piling	1.50	8,640.00
126	only	Drive Piling	25.00	3,150.00
710	cu. yds.	Class "A" Concrete	50.00	35,500.00
129,000	lbs.	Metal Reinforcement	0.08	10,320.00
700	lin. ft.	Fabricated Metal Railing	8.00	5,600.00
2	only	Concrete Boxes	10.00	20.00
300	lin. ft.	2" Fiber Conduit	1.50	450.00
				$ 65,470.00

Type Code No. X723

Undercrossing Structure (Sta. "T" 185+21.1 to 188+44.1) (Contract No. 2873)

7,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.60	$ 4,320.00
5,600	cu. yds.	General Excavation, Location "B", Unclassified	0.60	3,360.00
All Required		Shoring, Cribbing, Etc. (10%)		1,000.00
350	cu. yds.	Excavation for Structures	4.00	1,400.00

30	cu. yds.	Excavation Below Elevation Shown	$10.00	$ 300.00
5,500	lin. ft.	Furnish Treated Piling	1.50	8,250.00
150	only	Drive Piling	25.00	3,750.00
1,610	cu. yds.	Class "A" Concrete	50.00	80,500.00
231,200	lbs.	Metal Reinforcement	0.08	18,496.00
90	lin. ft.	Fabricated Metal Railing	8.00	720.00
330	sq. yds.	Membrane Waterproofing	1.50	495.00
9	only	Metal Pull Boxes	5.00	45.00
44	only	Outlet Boxes	5.00	220.00
300	lin. ft.	1" Rigid Conduit	0.90	270.00
150	lin. ft.	1¼" Rigid Conduit	1.25	187.50
360	lin. ft.	2" Rigid Conduit	1.80	648.00
All Required		Wiring (10%)		500.00
				$124,461.50

Subtotal	$618,199.70
10% Engr. & Cont.	61,819.97
Total	$680,019.67

Length of Roadway	.524 mile
Length of Structures	.166 mile
Total Length	.690 mile
Cost per mile, Roadway	$1,335,751.62

Topsoiling and Seeding (Contract No. 3054)

5,200	cu. yds.	Furnishing and Placing Topsoil	$ 1.44	$ 7,488.00
7	acres	Fertilizing and Seeding	500.00	3,500.00
				$ 10,988.00

Irrigating System and Seeding (Contract No. 3126)

850	lin. ft.	½" Galvanized Iron Pipe	$ 0.295	$ 250.75
7,500	lin. ft.	3/4" Galvanized Iron Pipe	0.376	2,820.00
4,050	lin. ft.	1" Galvanized Iron Pipe	0.55	2,227.50
3,150	lin. ft.	1¼" Galvanized Iron Pipe	0.74	2,331.00
1,150	lin. ft.	1½" Galvanized Iron Pipe	0.855	983.25
2,150	lin. ft.	2" Galvanized Iron Pipe	1.15	2,472.50
600	lin. ft.	2½" Galvanized Iron Pipe	1.69	1,014.00
50	lin. ft.	3" Galvanized Iron Pipe	2.00	100.00
37	only	2" Control Valves	20.00	740.00
100	only	3/4" Hose Faucets	3.50	350.00
35	only	½" Drain Valves	6.00	210.00
530	only	Pop-up Non-revolving Sprinkler Heads	3.20	1,696.00
6	only	Pop-up Revolving Sprinkler Heads	13.50	81.00
3.7	acres	Preparing Soil and Seeding	870.00	3,219.00
				$ 18,495.00

Planting (Contract No. 3190)

158	only	Furnishing and Planting Trees	$ 3.79	$ 598.82
8,400	only	Furnishing and Planting Shrubs	2.25	18,900.00
12,260	only	Furnishing and Planting Vines	0.284	3,481.84
7,500	only	Planting St. Johnswort Plants	0.146	1,095.00
5,390	only	Planting Ivy Plants	0.244	1,315.16
435	bales	Peat Moss	3.25	1,413.75
5,500	lbs.	Bone Meal	0.045	247.50
190	units	Sawdust Mulch Material	10.50	1,995.00
				$ 29,047.07

Subtotal	$ 58,530.07
10% Engr. & Cont.	5,853.00
Total	$ 63,383.07

Length	0.524 mile
Cost per mile	$120,960.05

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 699,933.85	$408,321.00	$291,612.85
Structures	680,019.67	396,703.00	283,316.67
Landscaping	63,383.07	36,976.00	26,407.07
	$1,443,336.59	$842,000.00	$601,336.59

State Furnished Plants (Nonparticipating)

7,500	only	St. Johnswort Plants	$ 0.10	$ 750.00
5,390	only	Ivy Plants	0.035	188.65
				$ 938.65

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JAN 11 1950
FOR FILING

U1-306(5)

2873

January 10, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Kuckenberg Construction Co., on contract No. 2873, covering the Front Ave. (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County. This payment, in the amount of $15,251.32, will be made on or after January 20, 1950. The retained percentage amounts to $27,778.67.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
1-10-50 gl

Form E-1—6M—7-40

WI-306(5)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 24, 1949

Section Front Ave. (Sheridan St. - Bancroft St.)

Kind of work Structures, Grading and Paving

Highway Pacific West

Section prefix 26-1073

Contractor Kuckenberg Construction Company

Contract number 2873

Date of contract Feb. 20, 1947

Date of completion Sept. 30, 1948

Date work started Feb. 24, 1947

Estimated date of completion , 19

Amount of contract $932,618.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering 1,058,519.05 $ [illegible],

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 95,400.00, 163.13 %

Date project was completed June 24, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate on this project completed and transmitted to the Division Engineer this week.

NOTED
H. W. LIBBY

Signed D. J. Barber

Address P.O. Box 4644 Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 27 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32871

RECEIVED
SEP 9 1949
FOR FILING

UI-30(15)

2573

August 29, 1949

Mr. Gilbert Sussman
Attorney at Law
710 Cascade Building
520 Southwest Sixth Avenue
Portland 4, Oregon

Dear Sir:

In reply to your letter of August 23, I am sorry to advise that a copy of your letter having reference to damage to the basement of Pauline and Charles Matis was not furnished to the State's contractor. I had assumed that a copy had gone direct to him.

I am this date furnishing to the Kuckenberg Construction Company a copy of your letter to the State Highway Commission under date of August 9.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

GILBERT SUSSMAN
ATTORNEY AT LAW
710 CASCADE BUILDING
520 SOUTHWEST SIXTH AVENUE
PORTLAND 4, OREGON
BROADWAY 3724

August 23, 1949.

Mr. L. H. Warfield,
Staff Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

This will acknowledge your letter of August 22, 1949 in reply to my letter of August 19th.

On August 9, 1949, when I wrote the State Highway Commission, I enclosed a copy of my letter to it for transmission to the contractor. In my letter of August 19th to Mr. Williams I asked whether the copy of my letter to the Commission which I enclosed for forwarding to the contractor had been forwarded. Your letter of August 22, 1949, has not advised me as to that. I would like to know before communicating with the Kuckenberg Construction Company.

Very truly yours,

Gilbert Sussman

Gilbert Sussman

GS:hm

RECEIVED
AUG 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

August 22, 1949

Mr. Gilbert Sussman
Attorney at Law
710 Cascade Building
520 Southwest Sixth Avenue
Portland 4, Oregon

Dear Sir:

As Mr. Williams is away from the office this week, I am replying to your letter of August 19.

The contractor on the Harbor Drive improvement project was the Kuckenberg Construction Company, 11104 N. E. Holman Street, Portland. The Kuckenberg Construction Company was not furnished with a copy of Mr. Williams' letter to you under date of August 18.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

L. H. Warfield
Staff Engineer

me

GILBERT SUSSMAN
ATTORNEY AT LAW
710 CASCADE BUILDING
520 SOUTHWEST SIXTH AVENUE
PORTLAND 4, OREGON
BROADWAY 3724

August 19, 1949.

Mr. W. C. Williams,
Assistant State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

This will acknowledge your letter of August 18, 1949 relative to the claim of my client, Mrs. Pauline Matis, and her husband, Charles Matis.

You made no reference to the contractor or whether or not a copy of the letter to you was forwarded to the contractor. Will you please advise me whether this was done and would you, at the same time, provide me with the name of the contractor.

RECEIVED
AUG 20 1949
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

Gilbert Sussman

Gilbert Sussman

GS:hm

FOR FILING

August 18, 1949

contract
2873

Mr. Gilbert Sussman
Attorney at Law
710 Cascade Building
520 Southwest Sixth Avenue
Portland 4, Oregon

Dear Sir:

Relative to claim of your clients, Mrs. Pauline Matis and her husband, Charles Matis, for alleged damage to residence basement by reason of water backing up, this matter was very closely investigated several months ago, both by the State Highway Department and the City of Portland. Investigation could not fix the blame, and there was no evidence to indicate negligence on the part of either the City or the State Highway Commission.

The State Highway Commission disclaims any liability by reason of the sewer break.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Commissioner Ormond C. Bean
City Hall
Portland, Oregon

Mr. J. M. Devers

NOTED ON CARD
8-18-49 gl

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 15, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have read all of the letters which are attached to your letter of August 11, and which have to do with a claim of damage made by Pauline and Charles Matis, which damage, they say, resulted from a flooding of their basement chargeable to an impaired sewer.

It is my opinion that under the circumstances, neither the State of Oregon nor its Highway Department is liable. Therefore, I recommend that the claim be disallowed.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

Mr. [illegible]

This was in my mail.
Don't believe it is for me.

J.C.

Claim against contractor
& [illegible] on card #25

6

2273

File

I attach hereto a copy of a letter received from Gilbert Sussman, Attorney, Portland, presenting a claim on behalf of his clients, Pauline and Charles Matis, in the amount of $556.80, by reason of alleged damage to their basement, caused by a sewer break.

The break in the sewer occurred in January of 1949 while the Kuckenberg Construction Company was engaged in building the Harbor Drive highway improvement project in Portland. The sewer breaks (there being two of them) were repaired jointly by the State Highway Department and the City of Portland. In April of 1949, the City of Portland billed the State in the amount of $403.85 for the cost of the City's work. The matter was completely investigated, and I attach hereto copies of a letter from D. J. Barbee to A. G. Skelton, a letter from F. T. Young to H. G. Smith, a letter from H. G. Smith to me, and a copy of my letter to Ben S. Morrow, City Engineer of Portland. You will note from this correspondence that no determination could be made that the State was responsible, nor could we prove the contractor responsible. On this basis, I wrote the letter of August 4 to Mr. Morrow advising that we would not approve the bill.

I would appreciate your reviewing this matter and advising Gilbert Sussman as to whether or not the State is responsible for the basement damage to the Matis property.

W. C. Williams

WCW:ms

Encl.

GILBERT SUSSMAN
ATTORNEY AT LAW
710 CASCADE BUILDING
520 SOUTHWEST SIXTH AVENUE
PORTLAND 4, OREGON
BROADWAY 3724

August 9, 1949.

State Highway Commission,
Salem, Oregon.

Gentlemen:

On or about January 2, 1949, a break in the street sewer at SW Front and Grover Streets, Portland, Oregon, occurred, and as a result water was backed up to a depth of approximately 4'3" in a residence building, containing a number of flats, located at 018 S.W. Grover Street, Portland, Oregon. Water was again backed up into the basement on or about February 18, 1949. The property in question is owned by Mrs. Pauline Matis and her husband, Charles Matis.

On March 3, 1949, after Mrs. Matis had contacted the City Engineer's Office, I presented a claim to the City on behalf of Mrs. Pauline Matis. The claim was referred to the Committee on Investigation of Doubtful Claims, and on April 21, 1949, I was advised by Commissioner Bean that the City Attorney had advised the Council that the City should not assume liability because there was no negligence or responsibility on the part of the City for the break in the sewer and that the matter was referred by the Council to the Committee on Investigation of Doubtful Claims to be considered by that committee in the near future along with other claims. So far as I have been officially advised, the Committee on Investigation of Doubtful Claims has never disposed of the matter and perhaps never will. I have been unofficially advised by subordinate employees of the City, but after numerous telephone calls, that the City regards the responsibility to be that of the State Highway Commission. Apparently the City has presented to the State Highway Commission, or at least informally discussed with it, this claim as well as one on behalf of the City arising out of the same sewer break. I do not know what position the State Highway Commission has taken or will take.

I think there is no question whatsoever that substantial damage was occasioned to my client, Mrs. Pauline Matis. The amount of the claim presented to the City was $556.80, based upon a detailed itemization. I think it is also clear that the damage resulted from a break in the sewer at the point indicated and that my client was in no way responsible for the break in the sewer. The break was due either to improper maintenance on the part of the City or some cause related to the construction of Harbor Drive at that point by the State Highway Commission or the contractor employed by it. It would seem, therefore, that either the City, the State Highway Commission or the contractor who constructed the highway for the State Highway Commission is liable to my client for the damage occasioned to her. Perhaps two or all of the agencies named are liable. It would also seem that the matter should be considered by the City and the State Highway Commission - perhaps after independent consideration by the State Highway Commission and the contractor - and the matter of liability determined.

RECEIVED
AUG 10 1949
OREGON
STATE HIGHWAY COMMISSION

I would appreciate it if you would give this matter your prompt attention, and also bring it to the attention of the contractor. For your convenience in doing so I enclose a copy of this letter. If, for a prompt consideration of the matter, it is necessary that a formal demand be made or that a formal claim be filed, please advise me. If the claim is to be made upon a particular form I would appreciate your supplying me with copies of the forms.

Very truly yours,

Gilbert Sussman

Gilbert Sussman

GS:hm

c.c. Commissioner Ormond C. Bean,
City Hall,
Portland, Oregon.

c.c. State Highway Commission Contractor.

NOTED ON CARD
8-9-49, gs

File

August 4, 1949

Mr. Ben S. Morrow
City Engineer
City of Portland
Portland 4, Oregon

Dear Sir:

A bill has been presented to this office in the amount of $403.05, covering repairs made by the City on the broken sewer at S. W. Harbor Drive and S. W. Grover Street, which repairs were made between February 14 and 28, 1949. We made a very thorough investigation of the break in the sewer, which occurred within the vicinity of a state contract which was in progress. We were unable to definitely determine that the original break had come in the new construction, there being a break both within the construction limits and another back in the original ground some distance from the new fill.

It being impossible to determine that the State is responsible, we cannot recommend to the State Highway Commission that this bill be paid. Should we assume liability, the State would be held liable for damage to basements, etc., whereas the City is not responsible for such damage unless negligence or carelessness on the part of city employees causes the damage. We cannot prove that our contractor was responsible and, therefore, cannot approve the bill.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith
Mr. A. G. Skelton

FORM E-20 15M 12-48 27990

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2nd, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I hand you herewith letters from Mr. Young and Mr. Barbee reporting on the responsibility for the damage to a sewer at Station 171+25 on the Sheridan Street-Bancroft Street Section of the Front Avenue Project. In view of the fact that the responsibility for the break cannot be determined and the State and Sewer Department have already expended somewhat near proportionate amounts in repairing the break, and if the State were to assume full responsibility they would be involved in a damage claim for backing up into a basement, whereas the City would not be responsible for such a claim, I would recommend that the State deny the City's bill.

Mr. Apperson seems to have the idea it is his business to gouge the State at every possible opportunity, and it is evident he is not supported by his superiors many times. I think the State Highway Department has leaned over backwards to pay every claim presented by the City for movement of water mains, sewers etc., and I think his attitude in this claim is entirely unreasonable and should be resisted.

Very truly yours,

HGSmith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM 2-50 25M 1-49 29023

NOTED
H.G. SMITH

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 29, 1949

SUBJECT: Costs for Sewer Repair
S.W. Harbor Drive & S.W. Grover Street

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Some time ago we received a bill from the City of Portland for replacing a broken sewer at S. W. Harbor Drive and S. W. Grover Street, work on which was completed on February 28, 1949. At the time this bill was received I referred the matter to D. J. Barbee for an investigation and report. Under date of May 11th Mr. Barbee made a report, copy of which is enclosed.

After receiving Mr. Barbee's report I discussed the matter with Mr. Apperson of the City Engineer's office, explaining that we questioned that our construction was responsible for this damage, that we had made a thorough investigation of the matter at the time and from this investigation had decided that we could not hold our contractor liable for faulty construction as there was no assurance that the original break had come in the new construction, there being a break both at this place and one back in the original ground some distance from our new fill. Also, that the contractor had placed the fill under close supervision and had properly compacted the same.

On the basis of my discussion with Mr. Apperson, Mr. Robinson of the City Sewer Department and Mr. Barbee met on the ground and made such an investigation as was possible and also discussed the matter thoroughly. It was my understanding from Mr. Barbee, as is indicated in the copy of his report of June 29th enclosed, that it was impossible to determine the actual cause of the break and that Barbee's recommendation that both the State and City assume the expense of the work they have already done would be satisfactory. However, Mr. Apperson called me a day or two ago and advised that this was not satisfactory to the City. They felt that the State should pay for the cost of the repair and, while they couldn't determine the actual cause of the break, the fact that it had occurred in the vicinity of our new work indicated to them that this break was due to our construction.

We will hold copies of this bill until we hear from you and if it meets with your approval to pay the City's claim, the same will be approved and sent through for payment.

Very truly yours,

F.T. Young

F. T. YOUNG
Assistant Division Engineer

AGS:FTY:rl

cc: Mr. D. J. Barbee

Enc.

RECEIVED
AUG - 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

H-90 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 29, 1949

SUBJECT: Sheridan St.-Bancroft St. costs for sewer repair

To: Mr. A. G. Skelton
Division Engineer
State Highway Commission
Portland, Oregon

Dear Sir:

As you requested, I met with Mr. Robinson of the City of Portland Sewer Department to discuss costs involved in the sewer break at station L 171/25 on the Sheridan Street to Bancroft Street Section of the Front Avenue Project. This break is the one repaired some time ago, partially by the City of Portland and partially by Kuckenberg Construction Company through Extra Work Odder No. 9 on their contract covering this section.

Th e costs involved in this discussion was that spent by the State under said Extra Work Order and amounting to $539.20, that expended by the City Sewer Department and amounting to over $400, also a claim from a property owner for damages to basement from water backing into the basement from this break.

The outcome of this discussion was to the effect that Mr. Robinson and I would recommend to our respective superiors that the State and the City each assume the costs all ready expended on this repair work. As for the damage claim from the property owner, Mr. Robinson stated that he had viewed the damage and in his opinion $10.00 would cover all actual damage done. He also stated that the City does not recognize claims of this nature unless it can be shown that there was negligence or carelessness on the part of City employees. As for any responsibility of the State for this damage claim, would state that in my opinion there was no negligence or carelessness on the part of State employees or on the part of the contractor, on this work, or of his forces, I believe that all due care was exercised in regard to the existing and new facilities on this work.

Very truly yours,

D. J. Barbee

D. J. Barbee
Resident Engineer

cc

FILING

~~[illegible]~~
~~Real Property~~
~~Sale of Land~~

(1-i)

May 16-17R
1-i

Salem, Oregon
May 20, 1949

Mr. J.M. Devers
Chief Counsel
Office

Attention: Mr. C.W. Parker

I am returning to you, for further handling, a Bargain & Sale Deed, executed by the State Highway Commission, conveying unto Pauline Matis, property owned by the State and the City of Portland, along Front Avenue, Portland.

Secretary

rn
attach: 1

MMISSIONERS
. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

8-5-16

AGENDA
MAY 16 1949

6-B

May 12, 1949

File No. 8223
File No. 8221

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Dear Sir:

Attached hereto for execution by the Commission is a deed by the State of Oregon and the City of Portland to Pauline Matis. The previous deed signed by the Commission on the 23rd of December is unrecorded and now in our possession. It was prepared by the City of Portland to Pauline and Charles Matis and she is requesting that the property be deeded to her alone. This sale was approved on September 24th, 1945, when the Commission approved the right of way resolution for the purchase of property from Pauline Matis.

After this deed is signed by the Commission, will you please return it to this office in my care to obtain the signatures of the officials of the City of Portland.

Yours very truly,

J. M. DEVERS

By C. W. Parker/EFS

C. W. PARKER

EFS/bdr
Enc.

sign deed

"A"

R. E.

FORM E-30 25M 9-48 22204

AGENDA
MAY 16 1949

1-i [redacted]

[redacted]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1949

SUBJECT:

To: Mr. H. B. Glaisyer
Office

Dear Sir:

As soon as Mr. Devers returns we are sending to your office a deed from the State Highway Commission and the City of Portland to Pauline Matis on File No. 8223 for right of way on Front Avenue in Portland, Oregon. We are also sending a lease for road materials from Ben W. and Marie Battleson in connection with the Cascade Highway in Clackamas County, to be signed by the Commission. This is an advance memorandum for you agenda.

see 1-f

Thank you for your consideration.

Yours very truly,

J. M. DEVERS

By Earl F. Saling
EARL F. SALING

EFS/bdr

"A"

R-E.

BILL NO. 21273

NO. 7856

CITY OF PORTLAND, OREGON

JOB NO. 16363

DEPARTMENT OF PUBLIC WORKS

April 11, 1949

CR.

Sewer Repair	3060.110		349.51
	.322	11.80)	
	.460	19.68)	34.98
	.630	3.50)	
Street Repair	3070.110		19.17
	.630		.19

SOLD TO State Highway Commission
c/o Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

MAKE CHECKS PAYABLE TO LINWOOD B. CORNELL, CITY TREASURER

NET CASH

Att'n - Mr. W. C. Williams, Asst. Hwy. Engr.

For replacing broken sewer at S.W. Harbor Drive and S.W. Grover St., completed February 28, 1949:

Labor	$368.68	
Equipment	11.80	
Material	19.68	
Accident Insurance	3.69	
Total		$403.85

Itemization of Bill No. 21273 - 7856

Feb. 14 to 28 inclusive

Dates Worked - Feb. 14, 15, 16, 17, 18, 21, 23, 24, 25, 28

Labor	Hours	Rate	Amount	
Medium Equipment Operators	12	1.599	19.19	
Light Equipment Operators	10	1.527	15.27	
Utility Worker Sewers	156	1.495	233.22	
Laborer	74	1.3648	101.00	
Total Labor				368.68

Equipment	Hours	Rate	Amount	
Truck w/Compressor	4	1.10	4.40	
Dump Truck	10	.50	5.00	
Pickup	8	.30	2.40	
Total Equipment				11.80

Materials	Quantity	Rate		
Cement	4 sacks	.75	3.00	
Sand	1 cu.yd.	2.00	2.00	
Gravel	3 cu.yd.	2.00	6.00	
Conc. Sewer Pipe 10"x36"	9 ft.	.42	3.78	
Reinforcing Steel 5/8"	48 lin.ft.	.065	3.12	
Nails	20 lbs.	8.92C	1.78	
Total Materials				19.68
Accident Insurance 1% of $368.68				3.69
Total Cost of Replacing Broken Sewer				403.85

RECEIVED
AUG 15 1949
FOR FILING

[illegible]

2873

August 12, 1949

Kuckenberg Construction Co.
1110½ N. E. Holman
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 25 days, from May 30 to June 24, 1949, within which to complete your contract No. 2873 for grading, paving and structures on the Front Ave. (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD

8-12-49

RECEIVED
JUL
FOR FILING
W.I - 306(5)
3843

July 26, 1949

Request for extension of time
No. 6
August 1 and 2 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Kuckenberg Construction Company for an extension of time on Contract No. 2872, Sheridan Street-Bancroft Street Section, of the Pacific Highway West, from May 30, 1949 to June 24, 1949.

All traffic lanes on this project were opened last fall, and the only work remaining to be done was minor adjustments to electrical work and the final cleanup of the project.

Since there was no inconvenience to the traveling public or to this department, I recommend the extension without penalty. Mr. T. R. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
FOR FILING
[illegible]
2873

July 27,1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Kuckenberg Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2873 for grading and paving on Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County. This payment, which is in the amount of $42,649.53, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $27,306.98. The present payment to the contractor will be made on or after August 6, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Mr. C. A. Tomassene

NOTED ON CARD
7-27-49 gl

RECEIVED
JUL 14 1949
FOR FILING

U.I-306(5)

2873

July 12, 1949

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2873, Sheridan Street-Bancroft Street Section, Pacific Highway West, Oregon UI-306 (5) from May 30, 1949 to June 24, 1949 to Kuckenberg Construction Company, Contractors.

All traffic lanes on this project were opened last fall, and the only work remaining to be done was minor adjustments to electrical work and final cleanup of the project. Since there has been no inconvenience to the traveling public or to this department, I would recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JUN 30 1949
FOR FILING

File

UI-306 (5)
2873

June 27, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 24, 1949 on Contract No. 2873, Front Avenue (Sheridan St.-Bancroft St.) Section in connection with Federal Aid Project No. UI-306 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

cc: John Cattrall

RECEIVED
APR 4 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

UI 306(5)

March 31, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon UI-306(5)
Front Avenue (Sheridan St.-
Bancroft St.) Section of the
Pacific Highway West in Portland

Dear Sir:

Enclosed herewith for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Ai. rban Project No. UI-306(5) WA8pr 7364

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 21, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, as amended by "MODIFICATION OF PROJECT AGREEMENT" signed on May 25, 1948, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Urban Project No. UI-306(5); and

WHEREAS, the said Highway Department has requested a revision of the estimate to provide a partial breakdown of the lump sum item for "Landscaping Work" with extension at low bid contract prices, and an increase in the ratio of Federal participation to nearer the maximum allowable, and by reason thereof has requested that the approved estimate of cost be increased from $1,387,953.52 to $1,403,040.32 and that the Federal funds approved and set aside to the credit of the project be increased from $703,210.00 to $842,000.00;

NOW, THEREFORE, it is hereby mutually agreed by and between the Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas, the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eight hundred forty-two thousand and 00/100 dollars ($842,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put

into the work covered by this agreement shall not in any event exceed the sum of eight hundred forty-two thousand and 00/100 dollars ($842,000.00), which does not exceed the authorized Federal pro rata share of one million, four hundred three thousand, forty and 32/100 dollars ($1,403,040.32), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 10, 1949.

acting STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U. S. Public Roads Administration.

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By Ben R. Chandler
Member, State Highway Commission

Oregon Federal Aid Urban Project No. UI-306(5).

FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith are approved copies of the plans and proposal, including special provisions, for Oregon Federal-aid Project No. UI-306(5), Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Portland.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

Jm

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

JUN 3 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. UI-306(5), Front Avenue (Sheridan Street - Bancroft Street) Section of the Pacific Highway, West, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUN -6
OREGON
STATE HIGHWAY COMMISSION

April 20, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Big Eddy-Dune Section, Project No. ERI-3 (1).

Six copies of bid proposal and one set of large size plans are being mailed under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SS/gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

December 14, 1948
(Date)

COMMISSIONER:
ATTENTION--PROGRAM SECTION

The following major program change of the individual project is requested:

Oregon
(State)

P.W. Federal Aid Urban Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

FA or FAS Route No. FA 43

COUNTY Multnomah

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	8	UI-306 (5)	Sheridan St.-Bancroft St. in Portland	Survey-Plans					Gr. Dr. 4-lane high-type pavement, 5 structures, landscaping
				Right-of-Way					
				Construction	$1,387,953	$703,210	$684,743		
				Total	$1,387,953	$703,210	$684,743	0.690	
Requested Revision	8	UI-306(5)	Sheridan St.-Bancroft St. in Portland	Survey-Plans					Gr. Dr. 4-lane high-type pavement, 5 structures, landscaping
				Right-of-Way					
				Construction	$1,403,040	$842,000	$561,040		
				Total	$1,403,040	$842,000	$561,040	0.690	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Federal Funds increased to more nearly reflect permissible Federal Cooperation.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

P-3868 Approval Requested ______ Assistant State Highway Engineer 12/14/48 (date)

Approved: ______ Acting Commissioner ______ (date)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of a copy of a letter from the Coast Construction Company, contractor on Oregon UI-306(5), Landscaping, in which they agree to the reduction of seeding from 7 acres to 3 acres and to telephone conversation of today with Mr. Probert in which additional cost due to this change will be absorbed by the State.

Since this eliminates any conflict with the landscaping project, UI-306(5), proposed for opening on April 11, 1949 we withdraw our objections and herewith authorize the advertising of this project.

Very truly yours,

[illegible] Davis
District Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 21, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project UI-306(5), Front Avenue (Sheridan Street - Bancroft Street) Section of the Pacific Highway West, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Your attention is called to the fact that code type numbers "Y miscellaneous" need be shown on the estimate only when it constitutes the entire work on the project except in case of railroad protective device items. Therefore, we have changed the code type number on the estimate to 7201.

We also note on the Arthur Street Overcrossing estimate structural steel unit price is shown as 0.015 instead of 0.105.

Very truly yours,

T. M. DAVIS
District Engineer

March 9, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the installation of a sprinkling system and seeding of lawn areas on the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI-306 (5).

Six bid proposals and one set of full size plans are being sent under separate cover.

There is included in the estimate an item of "Additional Landscaping Work" to provide for the planting of shrubs under a future contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

Encl.

Oregon State Highway Department Federal Aid Project No. UI-306 (5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications for landscaping work. Not as basis for project agreement.)

Salem, Oregon, ~~March 9~~ May, 1949

Type Code No. 7101

Roadwork (Sta. 150+49.32 to 186+94.0) (Contract No. 2873)

All Required		Clearing and Grubbing		$ 6,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.25	4,500.00
6,400	sq. yds.	Removal of Sidewalks	0.10	640.00
8,300	lin. ft.	Removal of Curbs	0.10	830.00
52	only	Removal of Inlets	12.50	650.00
5	only	Removal of Manholes	50.00	250.00
1,000	sq. yds.	Removal of Concrete Islands and Separators	0.50	500.00
All Required		Removal of Monument and Sign Post		500.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	5.00	2,500.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.00	1,000.00
1,000	lin. ft.	Removal of Ties in Car Tracks	1.00	1,000.00
4,000	cu. yds.	Structural Excavation, Unclassified	4.00	16,000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.60	38,460.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	0.60	13,740.00
178,000	yd. stas.	Short Overhaul	0.02	3,560.00
1,160	C-yd. stas.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.25	450.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.90	2,430.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	2.00	270.00
30	lin. ft.	8" Cast Iron Drain Pipe	2.25	67.50
600	lin. ft.	6" Sewer Pipe	0.75	450.00
7,100	lin. ft.	8" Sewer Pipe	0.90	6,390.00
330	lin. ft.	10" Sewer Pipe	1.50	495.00
970	lin. ft.	12" Sewer Pipe	1.75	1,697.50
560	lin. ft.	15" Sewer Pipe	2.00	1,120.00
1,000	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	5,000.00
30	cu. yds.	Class "C" Concrete	50.00	1,500.00
8	only	Adjustment of Roof Drains	25.00	200.00

12	only	Adjustment of Manholes	$100.00	$ 1,200.00
1	only	Adjustment of Catch Inlets	50.00	50.00
10	only	Reconstructing Manholes	150.00	1,500.00
30	only	Type "A" Manholes (5' to 10' deep)	175.00	5,250.00
6	only	Type "A" Manholes (10' to 20' deep)	300.00	1,800.00
2	only	Drop Manholes	200.00	400.00
100	only	Concrete Inlets	75.00	7,500.00
40	lin. ft.	3/4" Copper Water Pipe	2.00	80.00
100	lin. ft.	1½" Copper Water Pipe	2.25	225.00
230	lin. ft.	2" Copper Water Pipe	2.50	575.00
250	lin. ft.	2½" Copper Water Pipe	2.75	687.50
80	lin. ft.	3" Copper Water Pipe	3.50	280.00
40	lin. ft.	3½" Copper Water Pipe	4.00	160.00
950	cu. yds.	Concrete in Curbs	30.00	28,500.00
100	sq. yds.	Concrete Driveways	3.00	300.00
6,800	sq. yds.	Concrete Walks	2.70	18,360.00
450	cu. yds.	Concrete Traffic Islands	50.00	22,500.00
30	cu. yds.	Concrete Traffic Separators	50.00	1,500.00
30	cu. yds.	Concrete Stairways	50.00	1,500.00
320	lin. ft.	Pipe Handrail on Stairs	2.00	640.00
320	lin. ft.	Reinstalling Salvaged Guard Rail	2.00	640.00
970	lin. ft.	Spring Bracket Guard Rail With Wood Posts	1.50	1,455.00
120	lin. ft.	3' Metal Guard Fence	1.50	180.00
210	Lin. Ft.	5' Metal Guard Fence	2.50	525.00
All Required		Constructing Recesses for Traffic Control Markers		250.00
780	cu. yds.	Excavation for Structures	4.00	3,120.00
70	cu. yds.	Excavation Below Elevations Shown	10.00	700.00
400	cu. yds.	Class "A" Concrete	50.00	20,000.00
42,000	lbs.	Metal Reinforcement	0.08	3,360.00
470	lin. ft.	Fabricated Metal Railing	8.00	3,760.00
100	lin. ft.	Single Pipe Railing	1.00	100.00
630	sq. yds.	Membrane Waterproofing	1.50	945.00
340	sq. yds.	Tile Facing	16.00	5,440.00
60	only	Pole Foundations	15.00	900.00
40	only	Concrete Boxes	10.00	400.00
780	lin. ft.	3/4" Rigid Conduit	0.75	585.00
920	lin. ft.	1" Rigid Conduit	0.90	828.00
110	lin. ft.	1¼" Rigid Conduit	1.25	137.50
280	lin. ft.	1½" Rigid Conduit	1.60	448.00
100	lin. ft.	2" Rigid Conduit	1.80	180.00
8,800	lin. ft.	2" Fiber Conduit	1.50	13,200.00
10	only	Pedestrian Tunnel Lights	25.00	250.00
8	only	Stair Wall Lights	25.00	200.00
All Required		Wiring (406)		2,000.00
10,800	cu. yds.	3" - 0" Material in Base	2.00	21,600.00
1,000	cu. yds.	1¼" - 0" Material in Base	2.00	2,000.00
1,200	cu. yds.	½" - 0" Material in Cushion Course	2.00	2,400.00
270	M-gals.	Sprinkling	3.00	810.00
42,500	sq. yds.	Portland Cement Concrete Pavement	3.40	144,500.00
3,000	lin. ft.	3/4" x 8" Expansion Joints	0.25	750.00

2,300	lin. ft.	½" x 8" Expansion Joints	$ 0.20	$ 460.00
3,000	lin. ft.	3/4" x 4" Expansion Joints	0.15	450.00
5,300	lin. ft.	½" x 4" Expansion Joints	0.12	636.00
25,000	lin. ft.	Contraction Joints	0.20	5,000.00
2,000	only	3/4" x 18" Dowels	0.50	1,000.00
460	only	3/4" x 10" Dowel Pins	0.50	230.00
600	only	3/4" x 6" Dowel Pins	0.25	150.00
106,000	lbs.	Tie Bars and Reinforcement	0.08	8,480.00
3,500	tons	Class "B" Asphaltic Concrete	8.00	28,000.00
900	tons	Class "C" Asphaltic Concrete	8.00	7,200.00
				$469,797.00

Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.83)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (5%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevations Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

Ramps on West End of Ross Island Bridge (Contract No. 2874)

All Required		Preparation of Existing Bridge and Provision for Traffic		$ 9,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
230	cu. yds.	Structural Excavation	$ 4.00	920.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	50.00	26,000.00
94,000	lbs.	Metal Reinforcement	0.08	7,520.00
460	lin. ft.	Concrete Handrail	10.00	4,600.00
All Required		Electrical Installation		4,000.00
				$ 54,240.00

Half-Viaduct (Sta. 182+47 to 185+71) (Contract No. 2873)

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
360	cu. yds.	Excavation for Structures	$ 4.00	1,440.00
35	cu. yds.	Excavation Below Elevations Shown	10.00	350.00
6,240	lin. ft.	Furnish Treated Piling	1.50	9,360.00
121	only	Drive Piling	25.00	3,025.00
630	cu. yds.	Class "A" Concrete	50.00	31,500.00
117,000	lbs.	Metal Reinforcement	0.08	9,360.00

600	lin. ft.	Fabricated Metal Railing	$ 8.00	$ 4,800.00
2	only	Concrete Boxes	10.00	20.00
30	lin. ft.	1" Rigid Conduit	0.90	27.00
400	lin. ft.	2" Fiber Conduit	1.50	600.00
				$ 61,482.00
			Subtotal	$636,303.50
			10% Engr. & Cont.	63,630.35
			Total	$699,933.85

Type Code No. X241

Arthur Street Overcrossing (Sta. 152+33.80 to 158+13.53) (Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (95%)		$ 5,700.00
2,250	cu. yds.	Structural Excavation	$ 3.00	6,750.00
95	cu. yds.	Structural Excavation Below Elevations Shown	12.00	1,140.00
4,400	lin. ft.	Furnish Treated Piles	1.15	5,060.00
140	only	Drive Treated Piles	18.00	2,520.00
18,000	lin. ft.	Furnish 10" x 42# Steel Piling	1.50	27,000.00
240	only	Drive 10" x 42# Steel Piling	55.00	13,200.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling	2.00	10,000.00
60	only	Drive 12" x 53# Steel Piling	55.00	3,300.00
2,800	cu. yds.	Class "A" Concrete	30.00	84,000.00
496,000	lbs.	Metal Reinforcement	0.06	29,760.00
284,000	lbs.	Structural Steel	0.105 — 0.015	29,820.00
6,450	lbs.	Copper and Bronze	0.60	3,870.00
1,480	lin. ft.	Metal Handrail	8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place	2.00	440.00
14	lin. ft.	8" Sewer Pipe in Place	2.25	31.50
All Required		Metal Door Screens		175.00
600	lin. ft.	2" Metal Conduit in Place	1.60	960.00
36	lin. ft.	1½" Metal Conduit in Place	2.00	72.00
435	lin. ft.	1" Metal Conduit in Place	1.30	565.50
28	lin. ft.	3/4" Metal Conduit in Place	0.65	18.20
16	only	Outlet Boxes in Place	8.00	128.00
5	only	I. L. Transformer Boxes in Place	75.00	375.00
				$236,725.20

Type Code No. X223

Overcrossing Structures (Sta. 167+22.5 to 167+60.85) (Sta. 170+26.22 to 170+97.0) (Contract No. 2873)

13,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.60	$ 7,920.00
All Required		Shoring, Cribbing, Etc. (70%)		7,000.00

1,750 cu. yds.	Excavation for Structures	$ 4.00	$ 7,000.00
160 cu. yds.	Excavation Below Elevations Shown	10.00	1,600.00
1,000 lin. ft.	Furnish Treated Piling	1.50	1,500.00
33 only	Drive Piling	25.00	825.00
2,250 cu. yds.	Class "A" Concrete	50.00	112,500.00
362,800 lbs.	Metal Reinforcement	0.08	29,024.00
740 lin. ft.	Fabricated Metal Railing	8.00	5,920.00
240 lin. ft.	Single Pipe Railing	1.00	240.00
160 lin. ft.	Double Pipe Railing	2.50	400.00
810 sq. yds.	Membrane Waterproofing	1.50	1,215.00
460 sq. yds.	Tile Facing	16.00	7,360.00
All Required	Trolley Troughs Complete		3,000.00
10 only	Drain Inlets	50.00	500.00
1 only	Concrete Boxes	10.00	10.00
13 only	Metal Pull Boxes	5.00	65.00
1,220 lin. ft.	3/4" Rigid Conduit	0.75	915.00
150 lin. ft.	1" Rigid Conduit	0.90	135.00
40 lin. ft.	1¼" Rigid Conduit	1.25	50.00
20 lin. ft.	1½" Rigid Conduit	1.60	32.00
240 lin. ft.	2" Rigid Conduit	1.80	432.00
14 only	Pedestrian Tunnel Lights	25.00	350.00
16 only	Stair Wall Lights	25.00	400.00
26 only	Light Castings	25.00	650.00
All Required	Wiring (50%)		2,500.00
			$191,543.00

Type Code No. X921

Viaduct (Sta. 179+05 to 180+95) (Contract No. 2873)

All Required	Shoring, Cribbing, Etc. (10%)		$ 1,000.00
160 cu. yds.	Excavation for Structures	$ 4.00	640.00
15 cu. yds.	Excavation Below Elevations Shown	10.00	150.00
5,760 lin. ft.	Furnish Treated Piling	1.50	8,640.00
126 only	Drive Piling	25.00	3,150.00
710 cu. yds.	Class "A" Concrete	50.00	35,500.00
129,000 lbs.	Metal Reinforcement	0.08	10,320.00
700 lin. ft.	Fabricated Metal Railing	8.00	5,600.00
2 only	Concrete Boxes	10.00	20.00
300 lin. ft.	2" Fiber Conduit	1.50	450.00
			$ 65,470.00

Type Code No. X723

Undercrossing Structure (Sta. "T" 185+21.1 to 188+44.1) (Contract No. 2873)

7,200 cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.60	$ 4,320.00
5,600 cu. yds.	General Excavation, Location "B", Unclassified	0.60	3,360.00

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
350	cu. yds.	Excavation for Structures	$ 4.00	1,400.00
30	cu. yds.	Excavation Below Elevation Shown	10.00	300.00
5,500	lin. ft.	Furnish Treated Piling	1.50	8,250.00
150	only	Drive Piling	25.00	3,750.00
1,610	cu. yds.	Class "A" Concrete	50.00	80,500.00
231,200	lbs.	Metal Reinforcement	0.08	18,496.00
90	lin. ft.	Fabricated Metal Railing	8.00	720.00
330	sq. yds.	Membrane Waterproofing	1.50	495.00
9	only	Metal Pull Boxes	5.00	45.00
44	only	Outlet Boxes	5.00	220.00
300	lin. ft.	1" Rigid Conduit	0.90	270.00
150	lin. ft.	1¼" Rigid Conduit	1.25	187.50
360	lin. ft.	2" Rigid Conduit	1.80	648.00
All Required		Wiring (10%)		500.00
				$124,461.50

Subtotal	$618,199.70
10% Engr. & Cont.	61,819.97
Total	$680,019.67

Length of Roadway	.524 mile
Length of Structures	.166 mile
Total Length	.690 mile
Cost per mile, Roadway	$1,335,751.62

To Here

~~[illegible]~~

Topsoiling and Seeding (Contract No. 3054)

5,200	cu. yds.	Furnishing and Placing Topsoil	$ 1.44	$ 7,488.00
7	acres	Fertilizing and Seeding	500.00	3,500.00
				$ 10,988.00

Irrigating System and Seeding

850	lin. ft.	½" Galvanized Iron Pipe	$ 0.40	$ 340.00
7,500	lin. ft.	3/4" Galvanized Iron Pipe	0.50	3,750.00
4,050	lin. ft.	1" Galvanized Iron Pipe	0.60	2,430.00
3,150	lin. ft.	1¼" Galvanized Iron Pipe	0.70	2,205.00
1,150	lin. ft.	1½" Galvanized Iron Pipe	0.80	920.00
2,150	lin. ft.	2" Galvanized Iron Pipe	1.00	2,150.00
600	lin. ft.	2½" Galvanized Iron Pipe	1.40	840.00
50	lin. ft.	3" Galvanized Iron Pipe	1.80	90.00
850	lin. ft.	½" Copper Tube	0.50	(Alternate)
7,500	lin. ft.	3/4" Copper Tube	0.60	(Alternate)
4,050	lin. ft.	1" Copper Tube	0.80	(Alternate)
3,150	lin. ft.	1¼" Copper Tube	1.10	(Alternate)
1,150	lin. ft.	1½" Copper Tube	1.20	(Alternate)

2,150	lin. ft.	2" Copper Tube	$ 1.60	(Alternate)
600	lin. ft.	2½" Copper Tube	2.30	(Alternate)
50	lin. ft.	3" Copper Tube	2.50	(Alternate)
37	only	2" Control Valves	19.00	703.00
100	only	3/4" Hose Faucets	5.00	500.00
35	only	½" Drain Valves	8.00	280.00
530	only	Pop-up Non-Revolving Sprinkler Heads	5.00	2,650.00
6	only	Pop-up Revolving Sprinkler Heads	14.00	84.00
3.7	acres	Preparing Soil and Seeding	2,000.00	7,400.00
				$ 24,342.00
All Required		Additional Landscaping Work		$ 10,000.00
			Subtotal	$ 45,330.00
			10% Engr. & Cont.	4,533.00
			Total	$ 49,863.00

Length 0.524 mile
Cost per mile $95,158.39

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 699,933.85	$412,182.00	$287,751.85
Structures	680,019.67	400,454.00	279,565.67
Landscaping	49,863.00	29,364.00	20,499.00
	$1,429,816.52	$842,000.00	$587,816.52

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION

PROJECT NO. UI-306 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

July 15, 1948

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION

PROJECT NO. UI-306 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 9, 1949

RECEIVED
JUN 8
FOR FILING

OREGON DISTRICT
UI-306(5)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3000
PORTLAND 8, OREGON

February 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that the program change requested for project UI-306(5), has been approved effective January 12, 1949.

The current status as approved:

Total Cost	$1,403,040.32
Federal Funds	842,000.00
Mileage	0.690

(Item 8, Postwar Federal Aid Urban Highway Program).

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
STATE HIGHWAY COMMISSION

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OREGON DISTRICT
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 12, 1949

REFERRED TO
Roper
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the letters requesting program changes for Oregon Projects Nos. FGI-301(6), S-54(1) and F-137(3).

Under the date of December 15, 1948 you were advised that such requests should include all data formerly shown on form PR-9. If the requests submitted in the future do not list both the former program data and the new data for which approval is sought as well as the reasons for each change, we will withhold action pending receipt of such data.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

Tom

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FEB 3 1949
FOR FILING

14I-3-6(6)

2873

February 2, 1949

Kuckenberg Construction Co.
1110½ N. E. Holman
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 180 days, from September 30, 1948 to May 30, 1949, within which to complete your contract No. 2873 for the Front Ave. (Sheridan St. Bancroft St.) Section of the Pacific Highway West in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Shelton,
Division Engineer

H. G. Smith

NOTED ON C...

2-2-49 JC

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FOR FILING

WI-306(5)

2879

Hassoun, I

Agenda Item 1- d

Salem, Oregon
February 1, 1949

WI-306(5)
2879 Front Ave

Mr. J.M. Devers
Chief Counsel
Office

Attention: Mr. J.W. DeSouza

I return to you herewith, for further handling, three fully executed copies of a grade-change-damage agreement between the State of Oregon, the City of Portland and Isaac Hasson et ux. affecting Lot 2, Block 132, Caruthers Addition to Portland, situated on the Front Street project on the west side of the river in Portland.

Secretary

rn
attach: 3

OK 1-24-49

AGENDA
JAN 24 1949

Pd

FORM E-30 15M 9-40 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1948

SUBJECT: Our File R 11143

To: Mr. H. B. Glaisyer
Secretary

Office

Dear Mr. Glaisyer:

Herewith I hand you the original and two copies of a grade change-damage agreement between the State of Oregon, the City of Portland and Isaac Hasson et ux., affecting Lot 2, Block 132, Caruthers Addition to Portland, situated on the Front Street project on the west side of the river in Portland. After execution by the State Highway Commission kindly return all three copies to me for further handling.

The payment of the agreed sum of $600.00 was covered by resolution proceedings carried through by the City of Portland, which proceedings were completed some time ago and no appeal was taken.

The settlement will be on the right of way resolution for the January meeting, for approval by the Commission.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:MA

Enc.

3 copies to be signed, if approved.

A. R.E.

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JAN 18 1949
FOR FILING

[illegible]
2873

January 18, 1949

Request for extension of time
No. 16
January 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Kuckenberg Construction Company for an extension of time on Contract No. 2873, Front Avenue Section of the Pacific Highway West, from September 30, 1948 to May 30, 1949.

Unusually wet weather in the fall of 1947 and spring of 1948 materially delayed the contractor on certain portions of his work, and the Columbia River flood of June, 1948 shut off his supply of concrete aggregate for approximately a month. He did, however, complete all traffic lanes and they have been opened to traffic, and the only work remaining to be completed is some sloping and landscaping work which will necessitate about two weeks of dry weather to complete. Since it is doubtful that we will have sufficient suitable weather in the next few months, it is recommended that this extension be granted to May 30 without penalty.

This recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
H. G. Smith

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UI 306(5)

2823

January 13, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Will you kindly concur in an extension of time on Contract No. 2823, Sheridan Street-Bancroft Street Section of the Front Avenue Project Oregon UI-306 (5) from September 30, 1948 to May 30, 1949 to Kuckenberg Construction Company, Contractors.

On November 23, 1948 you concurred in an extension of time on this contract to November 30, 1948, but this request was not presented to the Commission because it was found that all work could not be completed by that date.

All routes are open to traffic and the only work remaining to be completed is some sloping and landscape work which will necessitate about two weeks of dry weather to complete.

Because of the inability to forecast this much dry weather in the future, we are recommending that this extension be granted to May 30 without penalty.

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

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DEC 29 1948
FOR FILING

III-3e(5)

2873

Salem, Oregon
December 28,1948

Mr. J. M. Devers,
Chief Counsel

Attention: Earl F. Saling

Herewith I return you a fully executed Bargain and Sale Deed from the State Highway Commission and the City of Portland for 740 square feet of property unto Pauline and Charles Matis, this being excess property on the Front Avenue Project of the Pacific Highway West.

Secretary

gl
attachment 1

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 14, 1948

IN REPLY PLEASE
REFER TO FILE
8221

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Dear Sir:

Attached hereto for the signatures of the State Highway Commission is a bargain and sale deed from the State Highway Commission and the City of Portland for 740 square feet of property being deeded to Pauline and Charles Matis. This is excess property on the Front Avenue Project of the Pacific Highway West. The sale was approved on September 24, 1945, when the Commission approved the right of way resolution on the purchase of property from the Matis'. As this is a joint deed given by the State Highway Commission and the City of Portland, the City of Portland prepared the instrument and has executed their part of the deed.

Please return the deed to this office for transmittal to the Matis'.

Yours very truly,

J. M. DEVERS

By Earl F. Saling

EARL F. SALING

EFS/bdr
Enc.

APPROVED BY HIGHWAY COMMISSION
DATE September 24, 1945
H B Glaisyer
Secretary

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UI-306 (5)

2873

November 19, 1948

Mr. T. M. Davis
District [redacted]
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Please refer to your letter of November 12, having reference to a request for extension of time, Contract No. 2873, Sheridan Street-Bancroft Street Section, Oregon Project UI-306 (5).

You previously concurred in an extension of time on this contract to November 30, 1948, but that concurrence was based on stipulations which could not be fulfilled by the contractor. In other words, the original request for extension stipulated that all paving, except Barbur Boulevard and Viewpoint Terrace, be completed prior to September 30, and that all landscape areas north of Pennoyer Street be shaped prior to September 30. Due to extremely wet weather during the month of September, it was impossible for the contractor to complete this work, and we are now requesting your concurrence in a time extension to November 30, without the above stipulations. The paving work has now been completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 12, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Mr. Williams' letter of October 26, 1948 referring to his previous letter of August 30 and our reply of September 7 as regards an extension of time on Contract No. 2873, Sheridan Street - Bancroft Street Section, Oregon Project UI-306(5), from September 30, 1948 to November 30, 1948, to the contractor, the Kuckenberg Construction Company.

Mr. Williams now requests that the stipulations included in his letter of August 30 be eliminated. Since no reason is given for the request for the elimination of these stipulations, we should be furnished with full details as to the necessity of this request. Further action will be deferred pending receipt of your reply.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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NOV 16 1948
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

UI-306 (5)

2873

October 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

On August 30, 1948, we requested your concurrence in an extension of time on Contract No. 2873, Sheridan-Bancroft Street Section of the Pacific Highway West, Oregon UI-306 (5), from September 30, 1948, to November 30, 1948, to Kuckenberg Construction Company.

In our request, we stipulated certain portions of the project to be completed by September 30. You concurred in this request under date of September 7, 1948. However, prior to the submission of this request to the Highway Commission for approval, it was determined that the contractor, through no fault of his own, would be unable to meet the stipulations which we had set up. I now would recommend that this contract be extended to November 30, as per the original request, with the elimination of the stipulations previously mentioned.

I would request your concurrence in this extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

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OCT 26 1948
FOR FILING

U.I-306(5)

873

October 25, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering the construction of a low concrete retaining wall on the cut slope above the Barbur Boulevard Undercrossing on the Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific West Highway in Multnomah County, Contract No. 2873, in connection with Federal Aid Project No. UI-306 (5).

This work is necessary to prevent loose material and rock, from above the solid rock line, from rolling down the cut slope into the underpass. Sketches showing the location and details of the proposed wall are attached to the various copies of this work order.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

DBP:GW

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UI-306(5)

2873

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 8, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of August 24th, Mr. F. T. Young forwarded three copies of a Request of Extension of Time from the Kuckenberg Construction Company on their Front Avenue contract No. 2873. Mr. Young recommended that a 60 day extension be granted with some stipulations. It is my understanding that either yourself or Mr. Williams have indicated that when this request is presented to the Highway Commission at their next meeting, your recommendation would be based on progress made on the job to date.

I am forwarding herewith copy of D. J. Barbee's letter of October 6th in regard to the progress of the job to date. From Mr. Barbee's estimate, it is presumed that all paving on this project would not be completed before early in November, which would mean that all pavement could not be placed in use until somewhere around the 20th of that month.

The size of the crew on this job has varied greatly from week to week. Definite difficulty has been experiensed by the contractor in maintaining a crew of suitable size to expedite the work. This is partly due to the protection the unions have given the contractor on the labor scale, which makes it difficult to obtain competent help from this source. I believe the contractor has tried to expedite the work with due consideration for his costs.

Mr. Barbee suggests that the time for completion of this contract be extended to December 31st, and it is not believed that the final completion of all items under the contract could be expected very much before this date. As stated above the paving should be completed and opened to traffic ty the latter part of November.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams
D. J. Barbee

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FOR FILING

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#2873

Salem, Oregon
October 1, 1948

Mr. H. G. Smith

Request for extension of time on Kuckenberg's contract on the Front Avenue project, Portland, was not presented to the Highway Commission at its last meeting for the reason that it was quite evident at that time that Kuckenberg would not complete all the paving except Barbur Boulevard and Viewpoint Terrace by September 30. Our best information was that Mr. Kuckenberg did not consent to such an arrangement in making his application for an extension.

It is therefore requested that a revised request be submitted for presentation to the Commission at its next meeting. Possibly all that would need to be done to the existing request is to strike out that clause having reference to all paving, with certain exceptions, being completed by September 30. It will also be necessary to secure further concurrence from Mr. T. M. Davis, as this exception would not be in harmony with the approval previously given by Mr. Davis.

W. C. Williams

WCW/ew
Encl.

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AUG 31 1948
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UI – 306 (5)

2873

August 30, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time from September 30, 1948 to November 30, 1948, to Kuckenberg Construction Company on Contract 2873, Front Avenue (Sheridan Street-Bancroft Street) Section of the Pacific Highway West, Oregon UI-306(5).

Unusually wet weather in the fall of 1947 and the spring of 1948 materially delayed the contractor on certain portions of his work, and the Columbia River flood during June of this year shut off his source of supply of concrete aggregate for approximately a month. I recommend the extension of this contract without penalty under the following stipulations:

That all paving except Barbur Boulevard and Viewpoint Terrace be completed prior to September 30, 1948; and that all landscape areas north of Pennoyer Street be shaped prior to September 30, 1948.

Should the above conditions not be met by September 30, 1948, I recommend the imposing of the engineering penalty for such additional engineering work as may be necessary after that date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith

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UI-306(5)

AGENDA
SEPT 8 194[illegible]

August 20, 1948

Smart Construction Co.
2944 S. E. Powell Blvd.,
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has yesterday awarded to you the contract for the Front Avenue (Sheridan Street-Bancroft Street) Repaving and Grading Project on the Pacific Highway West, in Multnomah County. This award was based on your alternate bid of $20,988.00 submitted on August 9, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

ss
cc - Mr. H. G. Smith
Goldie Lewis
Mr. S. H. Probert
Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission

S+C

file

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Ore.
August 20, 1948
1:15 p.m.

Coast Construction Co.
2944 S. E. Powell Blvd.
Portland, Oregon

State Highway Commission awarded you yesterday contract for Front Avenue Topsoiling and Seeding Project on Pacific Highway West, Multnomah County, based on your alternate bid submitted August 9, 1948. Contract forms follow shortly.

sc
Charge

H. B. Glaisyer, Secretary
State Highway Commission

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FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 6, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The Additional Contract Provisions and Additional Special Provisions, dated July 15, for Oregon Project No. UI-306(5), Front Ave. (Sheridan St. to Bancroft St., in Portland, are approved as satisfactory.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

Copy to
Probert

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AUG 10 1948
OREGON
STATE HIGHWAY COMMISSION

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JUL 30 194
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UI-306(5)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 23, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. UI-306(5), Front Avenue (Sheridan Street - Bancroft Street) Section of the Pacific Highway West, covering landscaping, was today recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
1948
STATE HIGHWAY COMMISSION

copy to Probert

RECEIVED
~~[illegible]~~
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

UI 306(5)

June 4, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project UI-306(5)
Front Street -West side
Pacific Highway

Dear Sir:

We are forwarding herewith for your files an executed copy of Modification of agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

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OREGON
STATE HIGHWAY COMMISSION

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WA8pr 7364

Oregon Federal Aid Urban Project No. UI-306(5)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 21, 1947, by the Oregon State Highway Commission and on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Urban Project No. UI-306(5); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $667,210.00 to $703,210.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the Highway Department and the Commissioner, that the estimate be revised in the manner above indicated and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications and/or estimates, and the sum of seven hundred three thousand, two hundred ten and 00/100 dollars ($703,210.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of seven hundred three thousand, two hundred ten and 00/100 dollars ($703,210.00), which does not exceed the authorized Federal pro rata share of one million, three hundred eighty-seven thousand, nine hundred fifty-three and 52/100 dollars ($1,387,953.52), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on May 25, 1948.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

Attest

By A W Schaupp
Member, State Highway Commission

By
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U. S. Public Roads Administration

Oregon Federal Aid Urban Project No. UI-306(5).

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U.I 306(5)

2873

May 19, 1948

Oregon State Highway Commission

[redacted]

At the next meeting of the Highway Commission there will be presented to you for approval a modification of project agreement on the Oregon Federal Aid Urban Project No. UI-306(5) (Front Avenue Project, Portland).

This modification increases the federal aid proportionment for the above project from $667,210 to $703,210. The reason for the change is that we have $36,000 of unprogrammed urban funds and in order that it not be lost, it is necessary that it be programmed before June 30, 1948.

I recommend your approval of the project agreement modification.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams

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OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

UI-306(5)

May 14, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. Probert

Dear Sir:

Am returning herewith a copy of the Urban Program covering the 1948 Federal Aid Urban funds which has been revised by transferring $36,000 to Federal Aid project UI-306(5) to prevent the possible lapse of these funds on June 30, 1948.

Very truly yours,

W. H. LYNCH
District Engineer

Encls.

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Item No.	County	Project No.	Route No.		Previous Program		
			FA	State	Name of Program	Item No.	
1	Statewide	HPS-1 (9)					
2	Washington	U-183 (7)	32	SH-2 & 6 SH-29	PWS-1	2	West Slope to
3	Multnomah	UI-306 (8)	43	US 99W	AE	-	Tillamook Str bridge in Por
4	Multnomah	UI-306 (9)	43	US 99W	AE	-	Tillamook Str bridge in Por

STATE OF OREGON

1948 F.Y. URBAN HIGHWAY PROGRAM

gram	Termini	Estimated Project Cost				
		By Classes of Work				Project
em No.		Class of Work	Total Cost	Federal Funds	State Funds	Total Cost
			$	$	$	$ 19,200
		HIGHWAY IMPROVEMENTS NOT ON INTERSTATE SYSTEM				
		Surveys and Plans	- -	- -	- -	
2	West Slope to Beaverton	Right-of-way	- -	- -	- -	195,000
		All other construction	195,000	90,000	105,000	
					SUBTOTALS	$ 195,000
		HIGHWAY IMPROVEMENTS, INTERSTATE SYSTEM IMPROVEMENTS				
		Surveys and Plans	- -	- -	- -	
-	Tillamook Street to steel bridge in Portland	Right-of-way	- -	640,231	809,769	1,450,000
		All other construction	1,450,000	~~676,231~~	~~773,769~~	
		Surveys and Plans	- -	- -	- -	
-	Tillamook Street to steel bridge in Portland	Right-of-way	- -	- -	- -	25,000
		All other construction	25,000	12,000	13,000	
					SUBTOTALS	$1,475,000

TOTAL, STATEWIDE HIGHWAY PLANNING $ 19,200
TOTAL, HIGHWAY IMPROVEMENTS 1,670,000

TOTAL, FOR PROGRAM $1,689,200

Public Roads Division No. 8

August 29, 1947

	Project Totals		Length Miles	Character of Proposed Work	Remarks
	Total Cost	Federal Funds			
	$ 19,200	$ 11,851		Planning and Economic Surveys	
00	195,000	90,000	2.22	Gr., Dr., Widen to 4-lane high-type pavement	
LS	$ 195,000	$ 90,000	2.22		
769 769	1,450,000	640,231 ~~676,231~~	0.83	Gr., Dr., 4-lane high-type pavement, 5 structures	
000	25,000	12,000	0.83	Landscaping	
ALS	1,475,000	652,231 $ ~~688,231~~	1.66		

NING	$ 19,200	$ 11,851	-
	1,670,000	~~778,231~~ 742,231	3.88
	1,689,200	$ ~~790,082~~ 754,082	3.88

6 5

760,677

1.

Oregon State Highway Commission

	Number of Projects	Total Length (Miles)	To Esti C
Original Program Submission August 29, 1947	4	3.88	$1,6

STATE OF OREGON

SUMMARY

1948 F. Y. URBAN HIGHWAY PROGRAM

APPORTIONMENT $790,082

Number of Projects	Total Length (Miles)	Total Estimated Cost	Federal-aid Funds Requested	Per cent of Apportionment	Railway-Highway Projects	
					Included in Federal-aid Funds Requested	Per cent of Apportionment
4	3.88	$1,689,200	754,082 ~~$790,082~~	31.3 ~~100.0~~	- -	- -

Public Roads Division No. 8

August 29, 1947

Railway-Highway Projects		Highway Planning	
Included in Federal-aid Funds Requested	Per cent of Apportionment	Included in Federal-aid Funds Requested	Per cent of Apportionment
--	--	$11,851	1.5

Oregon State Highway Commission

STA

RAILWAY-HIGH

IN ALL 19

TOTAL APPORTIONM

MAXIMUM ALLOWABLE FOR RA

Aug

Type of Funds	Apportionment	
		Projects Prog
Federal Aid	$ 3,636,150	$22
Federal Aid Secondary	2,481,233	
Urban	790,082	
TOTALS	$ 6,907,465	$22

STATE OF OREGON

SUMMARY

RAILWAY-HIGHWAY PROJECTS INCLUDED

IN ALL 1948 F. Y. PROGRAMS

TOTAL APPORTIONMENT ALL FUNDS $6,907,465

MAXIMUM ALLOWABLE FOR RAILWAY-HIGHWAY PROJECTS $690,746

August 29, 1947

		Railway-Highway Projects Onl			
	Apportionment	Projects Previously Programmed	New Projects Submitted	Total [illegible]ted to	Per cen Apportio
	$ 3,636,150	$225,000	$ - -	$22	6.2
ary	2,481,233	- -	- -		-
	790,082	- -	- -		-
	$ 6,907,465	$225,000	$ - -	$22	3.2

Public Roads Division No. 8

746

ighway Projects Only		
ets d	Total Submitted to Date	Per cent of Apportionment
	$225,000	6.2
	- -	-
	- -	-
n	$225,000	3.2

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UI 306(5)

January 30, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Our plan for obligating the unobligated balance of 1946 Federal-aid Urban Funds is to request a modification of the agreement for the Sheridan Street-Bancroft Street Project (UI-306-5), whereby the federal participation in the cost of that project will be increased by an amount sufficient to take up the unobligated balance referred to.

This request will not be submitted until after we submit the new combined programs required by G.A.M. 921, which program will anticipate the contemplated change and will absorb the $6,590 of unprogrammed balance which is referred to in your letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs
cc to [illegible] Probert

January 27, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We note a portion of the 1946 Federal Aid Urban funds for Oregon must be placed under agreement prior to June 30, 1948 in order to avoid lapse of funds.

Our records indicate the unobligated balance to be $27,590.00 of which $21,000.00 is programmed for Landscaping, Alder Street to Sheridan Street on the Front Avenue Project, Portland, and the $6,590.00 is an unprogrammed balance.

This is called to your attention as we would appreciate advice as to how it is planned to absorb these funds.

Very truly yours,

T. M. DAVIS
District Engineer.

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files

January 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of December 19, 1947 requesting concurrence in an extension of time, without penalty, from December 31, 1947 to April 30, 1948 to Kuckenberg Construction Company, contractors on the west approach to the Ross Island Bridge, Oregon Project UI-306(5).

Due to the changes in foundation work and the addition of piling, we consider the extension justified and will recommend for approval the extension as requested.

Very truly yours,

T. M. DAVIS
District Engineer.

Original sent to Paxson

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UI 306(5)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
MONTANA
OREGON
WASHINGTON
Division 8
P.O. Box 3900
PORTLAND 8, OREG.

December 10, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon UI-306(5)
Sheridan St.-Bancroft St. Section
Pacific Highway West, Portland.

Dear Sir:

We are enclosing an executed copy of the project agreement for your files covering the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

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DEC 11 1947
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WAapr 7364

State Oregon

Project No. [illegible](5)

Federal Aid Urban

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a project statement, which was approved on the 11th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of November, 1945; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of six hundred sixty-seven thousand two hundred ten and 00/100 dollars ($667,210.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ....

.... (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 150+49.32 near Sheridan Street and survey station 186+94 near Lane Street, all on Front Street in Portland without exception

............, length 0.690 miles, in Multnomah County, being Oregon Federal Aid/Urban project No. UI-306(5), consisting of 0.544 miles of roadway and five bridges, each of more than 20 feet clear span, 0.146 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of six hundred sixty-seven thousand two hundred ten and 00/100 dollars ($667,210.00), which does not exceed the authorized Federal pro rata share of one million three hundred eighty-seven thousand nine hundred fifty-three and 52/100 dollars ($1,387,953.52), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED
Assistant State Highway Engineer

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED

FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

November 7, 1941

P. O. Box [illegible]
[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon [illegible]
Sheridan St.-Bancroft St. Section
Pacific Highway East

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office. Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Approval of inclusion in the project agreement of the lump sum of $[illegible] for landscaping to be performed under separate contract is subject to submission of satisfactory plans, specifications and detail estimate.

We also enclose [illegible] copy of the approved plans for the entire project and copy of special provisions and proposal form for the [illegible]. Copy of special provisions and proposal form for the [illegible] on January [illegible], 1942.

Very truly yours,

C. E. [illegible]
Division Engineer

By: [illegible]
[illegible] Highway Engineer

[illegible]

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FOR FILING
UI-306 (5)

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October 24, 1947

Mr. T. R. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Front Avenue Section, Project No. UI-306 (5), which copies were returned to this department for the purpose of including the partial viaduct (Station 182+47 to 185+71) in the roadway items.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWM:HM

Encl.

FOR FILING

UI-306(5)

October 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Front Avenue Section, Project No. UI-306 (5), which copies were returned to this department for the purpose of including the partial viaduct (Station 182+47 to 185+71) in the roadway items.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWH:SM
Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 21, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith 6 copies of the estimate dated October 2, 1947 submitted as a basis for the project agreement for Oregon Project No. UI-306(5), Front Avenue (Sheridan St. - Bancroft St.) Section of the Pacific Highway West, for revision of the portion covering the viaducts at Stations 179+05 and 182+47 in accordance with our letter of May 1, 1946 and your reply of May 7, 1946.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Encl.

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Oregon State Highway Department Federal Aid Project No. UI 306 (5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 2, 1947

Roadwork (Sta. 150+49.32 to 186+94.0)

All Required		Clearing and Grubbing		$ 6,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.25	4,500.00
6,400	sq. yds.	Removal of Sidewalks	0.10	640.00
8,300	lin. ft.	Removal of Curbs	0.10	830.00
52	only	Removal of Inlets	12.50	650.00
5	only	Removal of Manholes	50.00	250.00
1,000	sq. yds.	Removal of Concrete Islands and Separators	0.90	900.00
All Required		Removal of Monument and Sign Post		500.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	5.00	2,500.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.00	1,000.00
1,000	lin. ft.	Removal of Ties in Car Tracks	1.00	1,000.00
4,000	cu. yds.	Structural Excavation, Unclassified	4.00	16,000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.60	38,460.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	0.60	13,740.00
178,000	yd. stas.	Short Overhaul	0.02	3,560.00
1,160	C-yd. stas.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.25	450.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.90	2,430.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	2.00	270.00
30	lin. ft.	8" Cast Iron Drain Pipe	2.25	67.50
600	lin. ft.	6" Sewer Pipe	0.75	450.00
7,100	lin. ft.	8" Sewer Pipe	0.90	6,390.00
330	lin. ft.	10" Sewer Pipe	1.50	495.00
970	lin. ft.	12" Sewer Pipe	1.75	1,697.50
560	lin. ft.	15" Sewer Pipe	2.00	1,120.00
1,000	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	5,000.00
30	cu. yds.	Class "C" Concrete	50.00	1,500.00
8	only	Adjustment of Roof Drains	25.00	200.00
12	only	Adjustment of Manholes	100.00	1,200.00

1	only	Adjustment of Catch Inlets	$ 50.00	$ 50.00
10	only	Reconstructing Manholes	150.00	1,500.00
30	only	Type "A" Manholes (5' to 10' deep)	175.00	5,250.00
6	only	Type "A" Manholes (10' to 22' deep)	300.00	1,800.00
2	only	Drop Manholes	200.00	400.00
100	only	Concrete Inlets	75.00	7,500.00
40	lin. ft.	3/4" Copper Water Pipe	2.00	80.00
100	lin. ft.	1¼" Copper Water Pipe	2.25	225.00
230	lin. ft.	2" Copper Water Pipe	2.50	575.00
250	lin. ft.	2½" Copper Water Pipe	2.75	687.50
80	lin. ft.	3" Copper Water Pipe	3.50	280.00
40	lin. ft.	3½" Copper Water Pipe	4.00	160.00
950	cu. yds.	Concrete in Curbs	30.00	28,500.00
100	sq. yds.	Concrete Driveways	3.00	300.00
6,800	sq. yds.	Concrete Walks	2.70	18,360.00
450	cu. yds.	Concrete Traffic Islands	50.00	22,500.00
30	cu. yds.	Concrete Traffic Separators	50.00	1,500.00
30	cu. yds.	Concrete Stairways	50.00	1,500.00
320	lin. ft.	Pipe Handrail on Stairs	2.00	640.00
320	lin. ft.	Reinstalling Salvaged Guard Rail	2.00	640.00
970	lin. ft.	Spring Bracket Guard Rail With Wood Posts	1.50	1,455.00
120	lin. ft.	3' Metal Guard Fence	1.50	180.00
210	lin. ft.	5' Metal Guard Fence	2.50	525.00
All Required		Constructing Recesses for Traffic Control Markers		250.00
780	cu. yds.	Excavation for Structures	4.00	3,120.00
70	cu. yds.	Excavation Below Elevations Shown	10.00	700.00
400	cu. yds.	Class "A" Concrete	50.00	20,000.00
42,000	lbs.	Metal Reinforcement	0.08	3,360.00
470	lin. ft.	Fabricated Metal Railing	8.00	3,760.00
100	lin. ft.	Single Pipe Railing	1.00	100.00
630	sq. yds.	Membrane Waterproofing	1.50	945.00
340	sq. yds.	Tile Facing	16.00	5,440.00
60	only	Pole Foundations	15.00	900.00
40	only	Concrete Boxes	10.00	400.00
780	lin. ft.	3/4" Rigid Conduit	0.75	585.00
920	lin. ft.	1" Rigid Conduit	0.90	828.00
110	lin. ft.	1¼" Rigid Conduit	1.25	137.50
280	lin. ft.	1½" Rigid Conduit	1.60	448.00
100	lin. ft.	2" Rigid Conduit	1.80	180.00
8,800	lin. ft.	2" Fiber Conduit	1.50	13,200.00
10	only	Pedestrian Tunnel Lights	25.00	250.00
8	only	Stair Wall Lights	25.00	200.00
All Required		Wiring (40%)		2,000.00
10,800	cu. yds.	3" - 0" Material in Base	2.00	21,600.00
1,000	cu. yds.	1¼" - 0" Material in Base	2.00	2,000.00
1,200	cu. yds.	¼" - 0" Material in Cushion Course	2.00	2,400.00

270	M-gals.	Sprinkling	$ 3.00	$ 810.00
42,500	sq. yds.	Portland Cement Concrete Pavement	3.40	144,500.00
3,000	lin. ft.	3/4" x 8" Expansion Joints	0.25	750.00
2,300	lin. ft.	½" x 8" Expansion Joints	0.20	460.00
3,000	lin. ft.	3/4" x 4" Expansion Joints	0.15	450.00
5,300	lin. ft.	½" x 4" Expansion Joints	0.12	636.00
25,000	lin. ft.	Contraction Joints	0.20	5,000.00
2,000	only	3/4" x 18" Dowels	0.50	1,000.00
460	only	3/4" x 10" Dowel Pins	0.50	230.00
600	only	3/4" x 6" Dowel Pins	0.25	150.00
106,000	lbs.	Tie Bars and Reinforcement	0.08	8,480.00
3,500	tons	Class "B" Asphaltic Concrete	8.00	28,000.00
900	tons	Class "C" Asphaltic Concrete	8.00	7,200.00
				$489,797.00

Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.83)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (1%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevations Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

Ramps on West End of Ross Island Bridge

All Required		Preparation of Existing Bridge and Provision for Traffic		$ 9,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
230	cu. yds.	Structural Excavation	$ 4.00	920.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	50.00	26,000.00
94,000	lbs.	Metal Reinforcement	0.08	7,520.00
460	lin. ft.	Concrete Handrail	10.00	4,600.00
All Required		Electrical Installation		4,000.00
				$ 54,240.00

Half-Viaduct (Sta. 182+47 to 185+71)

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
360	cu. yds.	Excavation for Structures	$ 4.00	1,440.00
35	cu. yds.	Excavation Below Elevations Shown	10.00	350.00

6,240	lin. ft.	Furnish Treated Piling	$ 1.50	$ 9,360.00
121	only	Drive Piling	25.00	3,025.00
630	cu. yds.	Class "A" Concrete	50.00	31,500.00
117,000	lbs.	Metal Reinforcement	0.08	9,360.00
600	lin. ft.	Fabricated Metal Railing	8.00	4,800.00
2	only	Concrete Boxes	10.00	20.00
30	lin. ft.	1" Rigid Conduit	0.90	27.00
400	lin. ft.	2" Fiber Conduit	1.50	600.00
				$ 61,482.00
			Subtotal	$636,303.50
			10% Engr. & Cont.	63,630.35
			Total	$699,933.85

Arthur Street Overcrossing (Sta. 152+38.80 to 158+13.53)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (95%)		$ 5,700.00
2,250	cu. yds.	Structural Excavation	$ 3.00	6,750.00
95	cu. yds.	Structural Excavation Below Elevations Shown	12.00	1,140.00
4,400	lin. ft.	Furnish Treated Piles	1.15	5,060.00
140	only	Drive Treated Piles	18.00	2,520.00
18,000	lin. ft.	Furnish 10" x 42# Steel Piling	1.50	27,000.00
240	only	Drive 10" x 42# Steel Piling	55.00	13,200.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling	2.00	10,000.00
60	only	Drive 12" x 53# Steel Piling	55.00	3,300.00
2,800	cu. yds.	Class "A" Concrete	30.00	84,000.00
496,000	lbs.	Metal Reinforcement	0.06	29,760.00
284,000	lbs.	Structural Steel	0.105	29,820.00
6,450	lbs.	Copper and Bronze	0.60	3,870.00
1,480	lin. ft.	Metal Handrail	8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place	2.00	440.00
14	lin. ft.	8" Sewer Pipe in Place	2.25	31.50
All Required		Metal Door Screens		175.00
600	lin. ft.	2" Metal Conduit in Place	1.60	960.00
36	lin. ft.	1¼" Metal Conduit in Place	2.00	72.00
435	lin. ft.	1" Metal Conduit in Place	1.30	565.50
28	lin. ft.	3/4" Metal Conduit in Place	0.65	18.20
16	only	Outlet Boxes in Place	8.00	128.00
5	only	I. L. Transformer Boxes in Place	75.00	375.00
				$236,725.20

Overcrossing Structures (Sta. 167+22.5 to 167+60.85)
(Sta. 170+26.22 to 170+97.0)

13,200	cu. yds.	General Excavation, Locations "A", Unclassified	$0.60	$ 7,920.00
All Required		Shoring, Cribbing, Etc. (70%)		7,000.00

1,750	cu. yds.	Excavation for Structures	$ 4.00	$ 7,000.00
160	cu. yds.	Excavation Below Elevations Shown	10.00	1,600.00
1,000	lin. ft.	Furnish Treated Piling	1.50	1,500.00
33	only	Drive Piling	25.00	825.00
2,250	cu. yds.	Class "A" Concrete	50.00	112,500.00
362,800	lbs.	Metal Reinforcement	0.08	29,024.00
740	lin. ft.	Fabricated Metal Railing	8.00	5,920.00
240	lin. ft.	Single Pipe Railing	1.00	240.00
160	lin. ft.	Double Pipe Railing	2.50	400.00
810	sq. yds.	Membrane Waterproofing	1.50	1,215.00
460	sq. yds.	Tile Facing	16.00	7,360.00
All Required		Trolley Troughs Complete		3,000.00
10	only	Drain Inlets	50.00	500.00
1	only	Concrete Boxes	10.00	10.00
13	only	Metal Pull Boxes	5.00	65.00
1,220	lin. ft.	3/4" Rigid Conduit	0.75	915.00
150	lin. ft.	1" Rigid Conduit	0.90	135.00
40	lin. ft.	1¼" Rigid Conduit	1.25	50.00
20	lin. ft.	1½" Rigid Conduit	1.60	32.00
240	lin. ft.	2" Rigid Conduit	1.80	432.00
14	only	Pedestrian Tunnel Lights	25.00	350.00
16	only	Stair Wall Lights	25.00	400.00
26	only	Light Castings	25.00	650.00
All Required		Wiring (50%)		2,500.00
				$191,543.00

Viaduct (Sta. 179+05 to 180+95)

All Required		Shoring, Cribbing, Etc. (10%)		$ 1,000.00
160	cu. yds.	Excavation for Structures	$ 4.00	640.00
15	cu. yds.	Excavation Below Elevations Shown	10.00	150.00
5,760	lin. ft.	Furnish Treated Piling	1.50	8,640.00
126	only	Drive Piling	25.00	3,150.00
710	cu. yds.	Class "A" Concrete	50.00	35,500.00
129,000	lbs.	Metal Reinforcement	0.08	10,320.00
700	lin. ft.	Fabricated Metal Railing	8.00	5,600.00
2	only	Concrete Boxes	10.00	20.00
300	lin. ft.	2" Fiber Conduit	1.50	450.00
				$ 65,470.00

Undercrossing Structure (Sta. "T" 185+71.1 to 188+44.1)

7,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.60	$ 4,320.00
5,600	cu. yds.	General Excavation, Location "B", Unclassified	0.60	3,360.00
All Required		Shoring, Cribbing, Etc. (10%)		1,000.00
350	cu. yds.	Excavation for Structures	4.00	1,400.00
30	cu. yds.	Excavation Below Elevation Shown	10.00	300.00
5,500	lin. ft.	Furnish Treated Piling	1.50	8,250.00
150	only	Drive Piling	25.00	3,750.00
1,610	cu. yds.	Class "A" Concrete	50.00	80,500.00

231,200	lbs.	Metal Reinforcement	$ 0.08	$ 18,496.00
90	lin. ft.	Fabricated Metal Railing	8.00	720.00
330	sq. yds.	Membrane Waterproofing	1.50	495.00
9	only	Metal Pull Boxes	5.00	45.00
44	only	Outlet Boxes	5.00	220.00
300	lin. ft.	1" Rigid Conduit	0.90	270.00
150	lin. ft.	1½" Rigid Conduit	1.25	187.50
360	lin. ft.	2" Rigid Conduit	1.80	648.00
All Required		Wiring (10%)		500.00
				$124,461.50

Subtotal	$618,199.70
10% Engr. & Cont.	61,819.97
Total	$680,019.67

Length of Roadway	.524 mile
Length of Structures	.166 mile
Total Length	.690 mile
Cost per mile, Roadway	$1,335,751.62

Landscaping (To be Performed Under Future Contract)

All Required	Landscaping Work	$ 8,000.00
		$ 8,000.00

Length	.524 mile
Cost per mile	$15,267.17

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 699,933.85	$336,469.00	$363,464.85
Structures	680,019.67	326,895.00	353,124.67
Landscaping	8,000.00	3,846.00	4,154.00
	$1,387,953.52	$667,210.00	$720,743.52

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

October 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Front Avenue Section, Project No. UI-306 (5).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department Federal Aid Project No. UI 306(5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Jan 1947
Salem, Oregon, ~~May 1, 1946~~

Roadwork (Sta. 150+49.32 to 186+94.0)

All Required		Clearing and Grubbing		$ 4,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.55	9,900.00
6,400	sq. yds.	Removal of Sidewalks	0.40	2,560.00
8,300	lin. ft.	Removal of Curbs	0.15	1,245.00
52	only	Removal of Inlets	7.00	364.00
5	only	Removal of Manholes	30.00	150.00
1,000	sq. yds.	Removal of Concrete Islands and Separators	0.75	750.00
All Required		Removal of Monument and Sign Post		150.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	12.00	6,000.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.50	1,500.00
1,000	lin. ft.	Removal of Ties in Car Tracks	0.75	750.00
4,000	cu. yds.	Structural Excavation, Unclassified	2.00	8,000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.50	32,050.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	~~0.65~~ .90	~~14,885.00~~ 20610.00
178,000	yd. sta.	Short Overhaul	0.03	5,340.00
1,160	C-yd. stas.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.13	234.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.70	1,890.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	3.00	405.00
30	lin. ft.	8" Cast Iron Drain Pipe	4.00	120.00
600	lin. ft.	6" Sewer Pipe	0.60	360.00
7,100	lin. ft.	8" Sewer Pipe	0.80	5,680.00
330	lin. ft.	10" Sewer Pipe	0.90	297.00
970	lin. ft.	12" Sewer Pipe	1.30	1,261.00
560	lin. ft.	15" Sewer Pipe	1.60	896.00
1,000	lin. ft.	Extra for Installing Pipe, Under Pavement	1.50	1,500.00
30	cu. yds.	Class "C" Concrete	24.00	720.00
8	only	Adjustment of Roof Drains	12.00	96.00

12	only	Adjustment of Manholes	$ 27.00	$ 324.00
1	only	Adjustment of Catch Inlets	12.00	12.00
10	only	Reconstrusting Manholes	85.00	850.00
30	only	Type "A" Manholes (5' to 10' deep)	100.00	3,000.00
6	only	Type "A" Manholes (10' to 22' deep)	250.00	1,500.00
2	only	Drop Manholes	300.00	600.00
100	only	Concrete Inlets	27.00	2,700.00
40	lin. ft.	3/4" Copper Water Pipe	1.00	40.00
100	lin. ft.	1½" Copper Water Pipe	1.50	150.00
230	lin. ft.	2" Copper Water Pipe	2.00	460.00
250	lin. ft.	2½" Copper Water Pipe	2.50	625.00
80	lin. ft.	3" Copper Water Pipe	3.00	240.00
40	lin. ft.	3½" Copper Water Pipe	3.50	140.00
950	cu. yds.	Concrete in Curbs	30.00	28,500.00
100	sq. yds.	Concrete Driveways	2.40	240.00
6,800	sq. yds.	Concrete Walks	2.25	15,300.00
450	cu. yds.	Concrete Traffic Islands	30.00	13,500.00
30	cu. yds.	Concrete Traffic Separators	30.00	900.00
30	cu. yds.	Concrete Stairways	32.00	960.00
320	lin. ft.	Pipe Handrail on Stairs	5.00	1,600.00
320	lin. ft.	Reinstalling Salvaged Guard Rail	1.60	512.00
970	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.50	2,425.00
120	lin. ft.	3' Metal Guard Fence	2.00	240.00
210	lin. ft.	5' Metal Guard Fence	3.00	630.00
All Required		Constructing Recesses for Traffic Control Markers		400.00
780	cu. yds.	Excavation for Structures	5.00	3,900.00
70	cu. yds.	Excavation Below Elevations Shown	10.00	700.00
400	cu. yds.	Class "A" Concrete	50.00 ~~40.00~~	~~16,000.00~~ 20,000.00
42,000	lbs.	Metal Reinforcement	.10 ~~0.08~~	~~3,360.00~~ 4200.00
470	lin. ft.	Fabricated Metal Railing	9.00	4,230.00
100	lin. ft.	Single Pipe Railing	3.00	300.00
630	sq. yds.	Membrane Waterproofing	2.60	1,638.00
340	sq. yds.	Tile Facing	1.60	544.00
60	only	Pole Foundations	30.00	1,800.00
40	only	Concrete Boxes	25.00	1,000.00
780	lin. ft.	3/4" Rigid Conduit	0.45	351.00
920	lin. ft.	1" Rigid Conduit	0.50	460.00
110	lin. ft.	1¼" Rigid Conduit	0.55	60.50
280	lin. ft.	1½" Rigid Conduit	0.60	168.00
100	lin. ft.	2" Rigid Conduit	0.75	75.00
8,800	lin. ft.	2" Fiber Conduit	0.65	5,720.00
10	only	Pedestrian Tunnel Lights	35.00	350.00
8	only	Stair Wall Lights	25.00	200.00
All Required		Wiring (40%)		400.00
10,800	cu. yds.	3" - 0" Material in Base	1.60	17,280.00
1,000	cu. yds.	1½" - 0" Material in Base	2.25	2,250.00
1,200	cu. yds.	¾" - 0" Material in Cushion Course	2.25	2,700.00

270	M-gals.	Sprinkling		$ 2.50	$ 675.00	
42,500	sq. yds.	Portland Cement Concrete Pavement		2.25	95,625.00	
3,000	lin. ft.	3/4" x 8" Expansion Joints		0.25	750.00	
2,300	lin. ft.	½" x 8" Expansion Joints		0.20	460.00	
3,000	lin. ft.	3/4" x 4" Expansion Joints		0.15	450.00	
5,300	lin. ft.	½" x 4" Expansion Joints		0.10	530.00	
25,000	lin. ft.	Contraction Joints		0.04	1,000.00	
2,000	only	3/4" x 18" Dowels		0.30	600.00	
460	only	3/4" x 10" Dowel Pins		0.20	92.00	
600	only	3/4" x 6" Dowel Pins		0.15	90.00	
106,000	lbs.	Tie Bars and Reinforcement		0.07	7,420.00	
3,500	tons	Class "B" Asphaltic Concrete	7.00	~~6.00~~	~~21,000.00~~	24500.00
900	tons	Class "C" Asphaltic Concrete	7.00	6.00	~~5,400.00~~	6300.00
					~~$377,849.50~~	392814.50

✓ **Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.83)**
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (5%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevation Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

✓ **Ramps on West End of Ross Island Bridge**

All Required		Preparation of Existing Bridge and Provision for Traffic			$ 7,500.00	
All Required		Shoring, Cribbing, Etc.			750.00	
230	cu. yds.	Structural Excavation	7.00	~~$ 5.00~~	~~1,150.00~~	1610.00
20	cu. yds.	Structural Excavation Below Elevation Shown		10.00	200.00	
520	cu. yds.	Class "A" Concrete	50.00	~~40.00~~	~~20,800.00~~	26000.00
94,000	lbs.	Metal Reinforcement	.10	~~0.08~~	~~7,520.00~~	9400.00
460	lin. ft.	Concrete Handrail	12.00	~~10.00~~	~~4,600.00~~	5520.00
All Required		Electrical Installation			800.00	
					~~$ 43,320.00~~	51780.00

Subtotal	~~$451,954.00~~	475379.00
10% Engr. & Cont.	~~45,195.40~~	47537.90
Total	~~$497,149.40~~	521904 90
		522,916.90

Arthur Street Overcrossing (Sta. 152+33.80 to 158+13.53)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (95%)			$ 5,700.00
2,250	cu. yds.	Structural Excavation		$ 3.00	6,750.00
95	cu. yds.	Structural Excavation Below Elevation Shown		12.00	1,140.00
4,400	lin. ft.	Furnish Treated Piles		1.15	5,060.00
140	only	Drive Treated Piles		18.00	2,520.00
18,000	lin. ft.	Furnish 10" x 42# Steel Piling		1.50	27,000.00
240	only	Drive 10" x 42# Steel Piling		55.00	13,200.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling		2.00	10,000.00
60	only	Drive 12" x 53# Steel Piling		55.00	3,300.00
2,800	cu. yds.	Class "A" Concrete		30.00	84,000.00
496,000	lbs.	Metal Reinforcement		0.06	29,760.00
284,000	lbs.	Structural Steel		0.105	29,820.00
6,450	lbs.	Copper and Bronze		0.60	3,870.00
1,480	lin. ft.	Metal Handrail		8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place		2.00	440.00
14	lin. ft.	8" Sewer Pipe in Place		2.25	31.50
All Required		Metal Door Screens			175.00
600	lin. ft.	2" Metal Conduit in Place		1.60	960.00
36	lin. ft.	1½" Metal Conduit in Place		2.00	72.00
435	lin. ft.	1" Metal Conduit in Place		1.30	565.50
28	lin. ft.	3/4" Metal Conduit in Place		0.65	18.20
16	only	Outlet Boxes in Place		8.00	128.00
5	only	I. L. Transformer Boxes in Place		75.00	375.00
					$236,725.20

Overcrossing Structures (Sta. 167+22.5 to 167+60.85)
(Sta. 170+26.22 to 170+97.0)

13,200	cu. yds.	General Excavation, Locations "A", Unclassified		$ 0.50	$ 6,600.00	
All Required		Shoring, Cribbing, Etc. (70%)			10,500.00	
1,750	cu. yds.	Excavation for Structures		5.00	8,750.00	
160	cu. yds.	Excavation Below Elevations Shown		10.00	1,600.00	
1,000	lin. ft.	Furnish Treated Piling		1.25	1,250.00	
33	only	Drive Treated Piling		30.00	990.00	
2,250	cu. yds.	Class "A" Concrete	50.00	~~40.00~~	~~90,000.00~~	112500.00
362,800	lbs.	Metal Reinforcement	.10	~~0.08~~	~~29,024.00~~	36280.00
740	lin. ft.	Fabricated Metal Railing		9.00	6,660.00	
240	lin. ft.	Single Pipe Railing		3.00	720.00	
160	lin. ft.	Double Pipe Railing		4.50	720.00	
810	sq. yds.	Membrane Waterproofing		2.60	2,106.00	
460	sq. yds.	Tile Facing		1.60	736.00	
All Required		Trolley Troughs Complete			400.00	
10	only	Drain Inlets		25.00	250.00	
1	only	Concrete Boxes		25.00	25.00	
13	only	Metal Pull Boxes		15.00	195.00	
1,220	lin. ft.	3/4" Rigid Conduit		0.45	549.00	

150	lin. ft.	1" Rigid Conduit	$ 0.50	$ 75.00
40	lin. ft.	1¼" Rigid Conduit	0.55	22.00
20	lin. ft.	1½" Rigid Conduit	0.60	12.00
240	lin. ft.	2" Rigid Conduit	0.75	180.00
14	only	Pedestrian Tunnel Lights	35.00	490.00
16	only	Stair Wall Lights	25.00	400.00
26	only	Light Castings	15.00	390.00
All Required		Wiring (50%)		500.00
				~~$163,144.00~~ 192900.00

Viaducts (Sta. 179+05 to 180+95)(Sta. 182+47 to 184+71)

All Required		Shoring, Cribbing, Etc. (20%)		$ 3,000.00
520	cu. yds.	Excavation for Structures	$ 5.00	2,600.00
30 50	cu. yds.	Excavation Below Elevations Shown	10.00	500.00
12,000	lin. ft.	Furnish Treated Piling	1.25	15,000.00
247	only	Drive Piling	30.00	7,410.00
1,340	cu. yds.	Class "A" Concrete	50.00 ~~40.00~~	~~53,600.00~~ 67000.00
246,000	lbs.	Metal Reinforcement	.10 ~~0.08~~	~~19,680.00~~ 24600.00
1,300	lin. ft.	Fabricated Metal Railing	9.00	11,700.00
4	only	Concrete Boxes	25.00	100.00
30	lin. ft.	1" Rigid Conduit	0.50	15.00
700	lin. ft.	2" Fiber Conduit	0.65	455.00
				~~$114,060.00~~ 132880.00

Undercrossing Structure (Sta. "T" 185+21.1 to 188+44.1)

7,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.50	$ 3,600.00
5,600	cu. yds.	General Excavation, Location "B", Unclassified	.90 ~~0.65~~	~~3,640.00~~ 5040.00
All Required		Shoring, Cribbing, Etc. (10%)		1,500.00
350	cu. yds.	Excavation for Structures	5.00	1,750.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
5,500	lin. ft.	Furnish Treated Piling	1.25	6,875.00
150	only	Drive Piling	30.00	4,500.00
1,610	cu. yds.	Class "A" Concrete	50.00 ~~40.00~~	~~64,400.00~~ 80500.00
231,200	lbs.	Metal Reinforcement	.10 ~~0.08~~	~~18,496.00~~ 23120.00
90	lin. ft.	Fabricated Metal Railing	9.00	810.00
330	sq. yds.	Membrane Waterproofing	2.60	858.00
9	only	Metal Pull Boxes	15.00	135.00
44	only	Outlet Boxes	1.50	66.00
300	lin. ft.	1" Rigid Conduit	0.50	150.00
150	lin. ft.	1¼" Rigid Conduit	0.55	82.50
360	lin. ft.	2" Rigid Conduit	0.75	270.00
All Required		Wiring (10%)		100.00
				~~$107,532.50~~ 129656.50

Subtotal	~~$621,461.70~~ 691661.70
10% Engr. & Cont.	~~62,146.17~~ 69166.17
Total	~~$683,607.87~~ 760,827.87

Length of Roadway 0.462 mile
Length of Structures 0.228 mile
Total Length ~~0.490 mile~~ 0.690 mile
Cost per mile, Roadway ~~$1,076,178.35~~
1,131,854.74

SUMMARY OF FUNDS

Item		Total Cost	Federal Urban Funds		State Funds	
Roadway	522,916.90 ~~521,404.4~~	$ ~~497,149.40~~	~~$286,730.00~~	276175.00	~~$210,419.40~~	246741.90
Structures	760827.87	~~683,607.87~~	~~394,270.00~~	401825.00	~~289,337.87~~	359002.87
		$1,180,757.27	~~$681,000.00~~		~~$499,757.27~~	~~604,752.77~~
		~~1,278,732.77~~	678000.00			605744.77
		1,283,744.77				

Oregon State Highway Department   Federal Aid Project No. UI 306(5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 22, 1947

Roadwork (Sta. 150+49.32 to 186+94.0)

All Required		Clearing and Grubbing		$ 4,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.55	9,900.00
6,400	sq. yds.	Removal of Sidewalks	0.40	2,560.00
8,300	lin. ft.	Removal of Curbs	0.15	1,245.00
52	only	Removal of Inlets	7.00	364.00
5	only	Removal of Manholes	30.00	150.00
1,000	sq. yds.	Removal of Concrete Islands and Seperators	0.75	750.00
All Required		Removal of Monument and Sign Post		150.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	12.00	6,000.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.50	1,500.00
1,000	lin. ft.	Removal of Ties in Car Tracks	0.75	750.00
4,000	cu. yds.	Structural Excavation, Unclassified	2.00	8,000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.50	32,050.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	0.90	20,610.00
178,000	yd. sta.	Short Overhaul	0.03	5,340.00
1,160	C-yd. sta.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.13	234.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.70	1,890.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	3.00	405.00
30	lin. ft.	8" Cast Iron Drain Pipe	4.00	120.00
600	lin. ft.	6" Sewer Pipe	0.60	360.00
7,100	lin. ft.	8" Sewer Pipe	0.80	5,680.00
330	lin. ft.	10" Sewer Pipe	0.90	297.00
970	lin. ft.	12" Sewer Pipe	1.30	1,261.00
560	lin. ft.	15" Sewer Pipe	1.60	896.00
1,000	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,500.00
30	cu. yds.	Class "C" Concrete	24.00	720.00
8	only	Adjustment of Roof Drains	12.00	96.00

12	only	Adjustment of Manholes	$ 27.00	$ 324.00
1	only	Adjustment of Catch Inlets	12.00	12.00
10	only	Reconstructing Manholes	85.00	850.00
30	only	Type "A" Manholes (5' to 10' deep)	100.00	3,000.00
6	only	Type "A" Manholes (10' to 22' deep)	250.00	1,500.00
2	only	Drop Manholes	300.00	600.00
100	only	Concrete Inlets	27.00	2,700.00
40	lin. ft.	3/4" Copper Water Pipe	1.00	40.00
100	lin. ft.	1½" Copper Water Pipe	1.50	150.00
230	lin. ft.	2" Copper Water Pipe	2.00	460.00
250	lin. ft.	2½" Copper Water Pipe	2.50	625.00
80	lin. ft.	3" Copper Water Pipe	3.00	240.00
40	lin. ft.	3½" Copper Water Pipe	3.50	140.00
950	cu. yds.	Concrete in Curbs	30.00	28,500.00
100	sq. yds.	Concrete Driveways	2.40	240.00
6,800	sq. yds.	Concrete Walks	2.25	15,300.00
450	cu. yds.	Concrete Traffic Islands	30.00	13,500.00
30	cu. yds.	Concrete Traffic Separators	30.00	900.00
30	cu. yds.	Concrete Stairways	32.00	960.00
320	lin. ft.	Pipe Handrail on Stairs	5.00	1,600.00
320	lin. ft.	Reinstalling Salvaged Guard Rail	1.60	512.00
970	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.50	2,425.00
120	lin. ft.	3' Metal Guard Fence	2.00	240.00
210	lin. ft.	5' Metal Guard Fence	3.00	630.00
All Required		Constructing Recesses for Traffic Control Markers		400.00
780	cu. yds.	Excavation for Structures	5.00	3,900.00
70	cu. yds.	Excavation Below Elevations Shown	10.00	700.00
400	cu. yds.	Class "A" Concrete	50.00	20,000.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
470	lin. ft.	Fabricated Metal Railing	9.00	4,230.00
100	lin. ft.	Single Pipe Railing	3.00	300.00
630	sq. yds.	Membrane Waterproofing	2.60	1,638.00
340	sq. yds.	Tile Facing	1.60	544.00
60	only	Pole Foundations	30.00	1,800.00
40	only	Concrete Boxes	25.00	1,000.00
780	lin. ft.	3/4" Rigid Conduit	0.45	351.00
920	lin. ft.	1" Rigid Conduit	0.50	460.00
110	lin. ft.	1¼" Rigid Conduit	0.55	60.50
280	lin. ft.	1½" Rigid Conduit	0.60	168.00
100	lin. ft.	2" Rigid Conduit	0.75	75.00
8,800	lin. ft.	2" Fiber Conduit	0.65	5,720.00
10	only	Pedestrian Tunnel Lights	35.00	350.00
8	only	Stair Wall Lights	25.00	200.00
All Required		Wiring (40%)		400.00
10,800	cu. yds.	3" - 0" Material in Base	1.60	17,280.00
1,000	cu. yds.	1½" - 0" Material in Base	2.25	2,250.00
1,200	cu. yds.	½" - 0" Material in Cushion Course	2.25	2,700.00

270	M-gals.	Sprinkling	$ 2.50	$ 675.00
42,500	sq. yds.	Portland Cement Concrete Pavement	2.25	95,625.00
3,000	lin. ft.	3/4" x 8" Expansion Joints	0.25	750.00
2,300	lin. ft.	½" x 8" Expansion Joints	0.20	460.00
3,000	lin. ft.	3/4" x 4" Expansion Joints	0.15	450.00
5,300	lin. ft.	½" x 4" Expansion Joints	0.10	530.00
25,000	lin. ft.	Contraction Joints	0.04	1,000.00
2,000	only	3/4" x 18" Dowels	0.30	600.00
460	only	3/4" x 10" Dowel Pins	0.20	92.00
600	only	3/4" x 6" Dowel Pins	0.15	90.00
106,000	lbs.	Tie Bars and Reinforcement	0.07	7,420.00
3,500	tons	Class "B" Asphaltic Concrete	7.00	24,500.00
900	tons	Class "C" Asphaltic Concrete	7.00	6,300.00
				$392,814.50

Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.83) (Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (5%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevation Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

Ramps on West End of Ross Island Bridge

All Required		Preparation of Existing Bridge and Provision for Traffic		$ 7,500.00
All Required		Shoring, Cribbing, Etc.		750.00
230	cu. yds.	Structural Excavation	$ 7.00	1,610.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	50.00	26,000.00
94,000	lbs.	Metal Reinforcement	0.10	9,400.00
460	lin. ft.	Concrete Handrail	12.00	5,520.00
All Required		Electrical Installation		800.00
				$ 51,780.00

Subtotal	$475,379.00
10% Engr. & Cont.	47,537.90
Total	$522,916.90

Arthur Street Overcrossing (Sta. 152+33.80 to 158+13.53)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (95%)		$ 5,700.00
2,250	cu. yds.	Structural Excavation	$ 3.00	6,750.00
95	cu. yds.	Structural Excavation Below Elevation Shown	12.00	1,140.00
4,400	lin. ft.	Furnish Treated Piles	1.15	5,060.00
140	only	Drive Treated Piles	18.00	2,520.00
18,000	lin. ft.	Furnish 10" x 42# Steel Piling	1.50	27,000.00
240	only	Drive 10" x 42# Steel Piling	55.00	13,200.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling	2.00	10,000.00
60	only	Drive 12" x 53# Steel Piling	55.00	3,300.00
2,800	cu. yds.	Class "A" Concrete	30.00	84,000.00
496,000	lbs.	Metal Reinforcement	0.06	29,760.00
284,000	lbs.	Structural Steel	0.105	29,820.00
6,450	lbs.	Copper and Bronze	0.60	3,870.00
1,480	lin. ft.	Metal Handrail	8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place	2.00	440.00
14	lin. ft.	8" Sewer Pipe in Place	2.25	31.50
All Required		Metal Door Screens		175.00
600	lin. ft.	2" Metal Conduit in Place	1.60	960.00
36	lin. ft.	1½" Metal Conduit in Place	2.00	72.00
435	lin. ft.	1" Metal Conduit in Place	1.30	565.50
28	lin. ft.	3/4" Metal Conduit in Place	0.65	18.20
16	only	Outlet Boxes in Place	8.00	128.00
5	only	I. L. Transformer Boxes in Place	75.00	375.00
				$236,725.20

Overcrossing Structures (Sta. 167+22.5 to 167+60.85)
(Sta. 170+26.22 to 170+97.0)

13,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.50	$ 6,600.00
All Required		Shoring, Cribbing, Etc. (70%)		10,500.00
1,750	cu. yds.	Excavation for Structures	5.00	8,750.00
160	cu. yds.	Excavation Below Elevations Shown	10.00	1,600.00
1,000	lin. ft.	Furnish Treated Piling	1.25	1,250.00
33	only	Drive Treated Piling	30.00	990.00
2,250	cu. yds.	Class "A" Concrete	50.00	112,500.00
362,800	lbs.	Metal Reinforcement	0.10	36,280.00
740	lin. ft.	Fabricated Metal Railing	9.00	6,660.00
240	lin. ft.	Single Pipe Railing	3.00	720.00
160	lin. ft.	Double Pipe Railing	4.50	720.00
810	sq. yds.	Membrane Waterproofing	2.60	2,106.00
460	sq. yds.	Tile Facing	1.60	736.00
All Required		Trolley Troughs Complete		400.00
10	only	Drain Inlets	25.00	250.00
1	only	Concrete Boxes	25.00	25.00
13	only	Metal Pull Boxes	15.00	195.00
1,220	lin. ft.	3/4" Rigid Conduit	0.45	549.00
150	lin. ft.	1" Rigid Conduit	0.50	75.00

40	lin. ft.	1¼" Rigid Conduit	$ 0.55	$ 22.00
20	lin. ft.	1½" Rigid Conduit	0.60	12.00
240	lin. ft.	2" Rigid Conduit	0.75	180.00
14	only	Pedestrian Tunnel Lights	35.00	490.00
16	only	Stair Well Lights	25.00	400.00
26	only	Light Castings	15.00	390.00
All Required		Wiring (50%)		500.00
				$192,900.00

Viaducts (Sta. 179+05 to 180+95)(Sta. 182+47 to 185+71)

All Required		Shoring, Cribbing, Etc. (20%)		$ 3,000.00
520	cu. yds.	Excavation for Structures	$ 5.00	2,600.00
50	cu. yds.	Excavation Below Elevations Shown	10.00	500.00
12,000	lin. ft.	Furnish Treated Piling	1.25	15,000.00
247	only	Drive Piling	30.00	7,410.00
1,340	cu. yds.	Class "A" Concrete	50.00	67,000.00
246,000	lbs.	Metal Reinforcement	0.10	24,600.00
1,300	lin. ft.	Fabricated Metal Railing	9.00	11,700.00
4	only	Concrete Boxes	25.00	100.00
30	lin. ft.	1" Rigid Conduit	0.50	15.00
700	lin. ft.	2" Fiber Conduit	0.65	455.00
				$132,380.00

Undercrossing Structure (Sta. "T" 185+21.1 to 188+44.1)

7,200	cu. yds.	General Excavation, Locations "A", Unclassified	$ 0.50	$ 3,600.00
5,600	cu. yds.	General Excavation, Location "B", Unclassified	0.90	5,040.00
All Required		Shoring, Cribbing, Etc. (10%)		1,500.00
350	cu. yds.	Excavation for Structures	5.00	1,750.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
5,500	lin. ft.	Furnish Treated Piling	1.25	6,875.00
150	only	Drive Piling	30.00	4,500.00
1,610	cu. yds.	Class "A" Concrete	50.00	80,500.00
231,200	lbs.	Metal Reinforcement	0.10	23,120.00
90	lin. ft.	Fabricated Metal Railing	9.00	810.00
330	sq. yds.	Membrane Waterproofing	2.60	858.00
9	only	Metal Pull Boxes	15.00	135.00
44	only	Outlet Boxes	1.50	66.00
300	lin. ft.	1" Rigid Conduit	0.50	150.00
150	lin. ft.	1½" Rigid Conduit	0.55	82.50
360	lin. ft.	2" Rigid Conduit	0.75	270.00
All Required		Wiring (10%)		100.00
				$129,656.50

Subtotal	$691,661.70
10% Engr. & Cont.	69,166.17
Total	$760,827.87

Length of Roadway	0.462 mile
Length of Structures	0.228 mile
Total Length	0.690 mile
Cost per mile, Roadway	$1,131,854.74

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 522,916.90	$276,175.00	$246,741.90
Structures	760,827.87	401,825.00	359,002.87
	$1,283,744.77	$678,000.00	$605,744.77

January 25, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 24, 1947, concerning the set up of funds for the Front Avenue Section, Project No. UI-306 (5).

Please be advised the adjustment of the funds to conform with the approved program amount is satisfactory.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

xxxxxxxxxxx
Division 8

January 24, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It is noted that the estimate revising the unit prices of several items submitted with your letter of January 23, 1947 regarding Oregon Project No. UI-306(5), Front Avenue (Sheridan Street - Bancroft Street) shows the total Federal Aid as $678,000 which agrees with the previous estimate but exceeds the amount shown in the revised program.

As it appears that this amount was used inadvertently and it is not intended to request a program change at this time to increase the Federal funds, will you please advise if the following distribution of Federal funds is satisfactory:

Roadway	$313,830.00	0.524 miles
Structures	349,380.00	0.166 miles
Balance in Program Status for Landscaping	4,000.00	
Total Federal Aid in Program	$667,210.00	

Very truly yours,

T. M. DAVIS
District Engineer.

January 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI-306 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:RM

Encl.

June 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Front Avenue Landscaping Project No. UI-306 (5).

Six sets of blueprint plans are being sent under separate cover.

In accord with the request of Mr. Stoddart, this work has been changed from Project No. UI-306 (7) to UI-306 (5) and included as a part of the Front Avenue paving and structure project.

Accordingly, the estimate has been prepared to replace the last page of the estimate for UI-306 (5), copies of which you now have, and the plan sheets have been renumbered to be incorporated with the paving and structure plans.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. N. Nash/GS

Encl.

May 7, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of May 1, 1946, concerning the P. S. & E. papers for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI 306 (5).

Mention was made concerning certain stairways not being listed on pages 30 and 31 of the special provisions and the stairway listed in the special provisions at Station 165+75 was not shown on the plans. The circumstances concerning these questioned items are as follows

The stairway shown on the plans at Station "L" 162+20 is included under the contract for the Arthur Street Overcrossing. An explanatory note was shown on the profile but none on the plan. Accordingly, the plan sheet has been revised to indicate the stairway to be constructed under separate contract.

The stairway listed in the special provisions at Station "L" 164+70, correctly should have been listed at Station "L" 165+75.

The remaining four stairways which you have mentioned are a more or less integral part of the subway structure at approximate Station "L" 170+50 and are shown on the structural drawings as a part of that work. For this reason, they were not listed separately in the special provisions.

The stairway at Station "B" 179+50 (Item No. 9) is a part of the Ross Island Bridge Ramps contract and was incorrectly listed on special provision page number 31 as a part of the roadway contract.

Sheet number 2-K of the plans erroneously listed two stairways to be constructed at Hooker Street.

Accordingly, plan sheets 2-K and 3, and special provision pages 30 and 31 have been revised to correct the above mentioned discrepancies and we are enclosing six copies of each to replace those submitted previously.

May 7, 1946

Attention is called in your letter concerning the incorrect listing in the special provisions of structural drawing numbers for bridges Nos. 6897 and 6943. Please be advised the special provisions have been revised to show the correct numbers.

Inclusion of the half viaduct at Stations 182+47 and 185+71 will be included as roadway in the project agreement estimate in accordance with the request contained in the last paragraph of your letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

[redacted]
Division 8

May 1, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project UI-306(5), Sheridan Street - Bancroft Street Section of Front Avenue in Portland, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Our concurrence in award will be withheld pending advice that right-of-way or right-of-entry has been obtained on the entire project. It will also be necessary to withhold concurrence pending receipt of assurance from the City of Portland that Traction Company Busses will not be required to stop at the intersection of Glover Street and S. Water Avenue for the reasons outlined in our letter of April 26.

Based on previous ruling and similar to procedure followed in the case of the half viaduct on the Ross Island Bridge - Schiller Street Section, Project WPMH 168-D, we are including under roadway, the present half viaduct between Stations 182+47 and 185+71. Pursuant to telephone advice on April 29 from Mr. Probert, we are also reserving sufficient funds to provide for landscaping as called for in your 1946 Urban Program. Summary of funds in the Engineer's Estimate, dated May 1, 1946, has accordingly been changed to the following:

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 558,727.40	$ 320,820.00	$ 237,907.40
Structures	622,029.87	357,180.00	264,849.87
	$1,180,757.27	$ 678,000.00	$ 502,757.27

The above was obtained by prorating the $114,060 total shown in the estimate for the combined half viaduct and the viaduct between

Stations 179+05 and 180+95. Please show the accurate segregation in the project agreement estimate.

We also corrected the total length in the estimate to 0.690 mile.

See attached

Under Concrete "Stairways" on Pages 30 and 31 of the Special Provisions, ten stairways are listed. A check of the plans indicates the following stairways not listed in the Special Provisions:

1. 80' R Sta. "L" 162+20 — Ind. ~ Culter St. - UI [illegible] Sp. Pr. p 2, Item 7 Dwg 8319
2. ~~65' R Sta. "L" 164+70~~
3. 25' R Sta. "F-G" 171+40
25' R Sta. "F-G" 172+60
65' L Sta. "B" 172+90
20' L Sta. "B" 173+05

The plans do no show a stairway at Station "L" 165+ 75 as indicated in the Special Provisions.

Proposal changed 8344-8351

The proposal form for bridges No. 6857 to 6943 has been corrected by changing the numbers of the drawing sheets to 8344 to 8451 inclusive from 8343 to 8351.

School [illegible] reduced [illegible] proj. Plan to abandon school [illegible] [illegible] Ped. [illegible] unnecessary

It was our understanding a pedestrian overcrossing would be constructed connecting the school, between Hooker and Porter Streets, with the playground on the opposite side of First Avenue. Since such a structure is not provided for on the plans as submitted, we should be advised as to your present plans in this regard.

Very truly yours,

T. M. DAVIS
District Engineer.

on Sheet [illegible] [illegible]

Original sent to Mr. [illegible]

FRONT AVENUE (BANCROFT ST.-SHERIDAN ST.) SECTION

PROJECT NO. UI-306 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

May 14, 1946

April 25, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI-306 (5).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

The landscaping work contemplated for this project will consist of installation of sprinkling systems, placing of topsoil, seeding to lawn grass and the planting of suitable shrubs. The work will be similar to that which was done on the Albany Overcrossing Section. This work will be done upon completion of the construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

JRM:GS

Encl.

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION

PROJECT NO. UI 306 (5)

While negotiations for rights of way are in progress, fifteen parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within 21 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 24, 1946

Oregon State Highway Department Federal Aid Project No. UI 306(5)

FRONT AVENUE (SHERIDAN ST.-BANCROFT ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 24, 1946

Roadwork (Sta. 150+49.32 to 186+94.0)

All Required		Clearing and Grubbing		$ 4,000.00
18,000	sq. yds.	Removal of Pavement	$ 0.55	9,900.00
6,400	sq. yds.	Removal of Sidewalks	0.40	2,560.00
8,300	lin. ft.	Removal of Curbs	0.15	1,245.00
52	only	Removal of Inlets	7.00	364.00
5	only	Removal of Manholes	30.00	150.00
1,000	sq. yds.	Removal of Concrete Islands and Separators	0.75	750.00
All Required		Removal of Monument and Sign Post		150.00
500	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	12.00	6,000.00
1,000	lin. ft.	Removal of Rails in Car Tracks	1.50	1,500.00
1,000	lin. ft.	Removal of Ties in Car Tracks	0.75	750.00
4000 ~~2,400~~	cu. yds.	Structural Excavation, Unclassified	2.00	~~4,800.00~~ 8000.00
64,100	cu. yds.	General Excavation, Locations "A", Unclassified	0.50	32,050.00
22,900	cu. yds.	General Excavation, Location "B", Unclassified	0.65	14,885.00
178,000	yd. sta.	Short Overhaul	0.03	5,340.00
1,160	C-yd. stas.	Long Overhaul	0.50	580.00
1,800	lin. ft.	Rounding Cutbanks	0.13	234.00
All Required		Finishing Roadbed and Slopes		1,000.00
2,700	lin. ft.	8" Perforated Concrete Drain Pipe	0.70	1,890.00
580	cu. yds.	Rock or Gravel Backfill in Drains	3.00	1,740.00
135	lin. ft.	6" Cast Iron Drain Pipe	3.00	405.00
30	lin. ft.	8" Cast Iron Drain Pipe	4.00	120.00
600	lin. ft.	6" Sewer Pipe	0.60	360.00
7,100	lin. ft.	8" Sewer Pipe	0.80	5,680.00
330	lin. ft.	10" Sewer Pipe	0.90	297.00
970	lin. ft.	12" Sewer Pipe	1.30	1,261.00
560	lin. ft.	15" Sewer Pipe	1.60	896.00
1,000	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,500.00
30	cu. yds.	Class "C" Concrete	24.00	720.00
8	only	Adjustment of Roof Drains	12.00	96.00

270	M-gals.	Sprinkling	$ 2.50	$ 675.00
42,500	sq. yds.	Portland Cement Concrete Pavement	2.25	95,625.00
3,000	lin. ft.	3/4" x 8" Expansion Joints	0.25	750.00
2,300	lin. ft.	½" x 8" Expansion Joints	0.20	460.00
3,000	lin. ft.	3/4" x 4" Expansion Joints	0.15	450.00
5,300	lin. ft.	½" x 4" Expansion Joints	0.10	530.00
25,000	lin. ft.	Contraction Joints	0.04	1,000.00
2000 ~~2,800~~	only	3/4" x 18" Dowels	0.30	~~840.00~~ 600.00
460	only	3/4" x 10" Dowel Pins	0.20	92.00
600	only	3/4" x 6" Dowel Pins	0.15	90.00
106,000	lbs.	Tie Bars and Reinforcement	0.07	7,420.00
3,500	tons	Class "B" Asphaltic Concrete	6.00	21,000.00
900	tons	Class "C" Asphaltic Concrete	6.00	5,400.00
				~~$374,889.50~~ 377 849.50

Retaining Walls, Etc. (Sta. 158+13.53 to 162+17.87)
(Contract No. 2767)

All Required		Shoring, Cribbing, Etc. (5%)		$ 300.00
150	cu. yds.	Structural Excavation	$ 3.00	450.00
5	cu. yds.	Structural Excavation Below Elevation Shown	12.00	60.00
600	cu. yds.	Class "A" Concrete	30.00	18,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	0.60	210.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	1.30	84.50
				$ 30,784.50

Ramps on West End of Rose Island Bridge

All Required		Preparation of Existing Bridge and Provision for Traffic		$ 7,500.00
All Required		Shoring, Cribbing, Etc.		750.00
230	cu. yds.	Structural Excavation	$ 5.00	1,150.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
520	cu. yds.	Class "A" Concrete	40.00	20,800.00
94,000	lbs.	Metal Reinforcement	0.08	7,520.00
460	lin. ft.	Concrete Handrail	10.00	4,600.00
All Required		Electrical Installation		800.00
				$ 43,320.00

Subtotal	~~$448,994.00~~	451,954
10% Engr. & Cont.	~~44,899.40~~	45195.4
Total	~~$493,893.40~~	497149.4

Length of Roadway	0.462 mile
Length of Structures	0.228 mile
Total Length	0.490 mile
Cost per mile, Roadway	~~$1,479,670.71~~ 1,076,178.35

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	497149.40 $ ~~493,893.40~~	286,730.00 ~~$286,479.00~~	~~$207,414.40~~ 210,419.40
Structures	683,607.87	~~396,521.00~~ 394,270.00	~~287,086.87~~ 289337.87
	~~$1,177,501.27~~ 1,180,757.27	~~$683,000.00~~ 681,000.00	~~$494,501.27~~ 499,757.27

FRONT AVENUE (ALDER ST.-SHERIDAN ST.) SECTION

PROJECT NO. UI-306 (7)

(Estimated cost of project based on 1940 unit prices)

8	acres	Right of Way Clean-up	$ 50.00	$ 400.00
60	sq. yds.	Removal of Walk	0.35	21.00
760	lin. ft.	Concrete Curb	0.90	684.00
550	cu. yds.	Excavating, Hauling & Depositing Subgrade Material	0.70	385.00
8	acres	Preparation of Subgrade	70.00	560.00
5,500	cu. yds.	Furnishing and Placing Topsoil	1.59	8,745.00
				$10,795.00

FRONT AVENUE (ALDER ST.-SHERIDAN ST.) SECTION

PROJECT NO. UI-306 (7)

(Explanation of 1940 unit prices for major bid items)

Furnishing and Placing Topsoil

A contract was awarded in 1940 for similar work at a unit price of $0.50 per cubic yard, and a unit price of $0.12 per yard mile for hauling. In that project, however, the topsoil material was furnished by the State, while in the present project the contractor is to furnish the topsoil and the hauling cost is included in the bid item. It is estimated the haul distance on this material will be approximately seven miles. Accordingly, the unit price has been computed as follows:

Excavation and placing	$ 0.50
Haul, 7 miles at $0.12	0.84
*Royalty	0.25
	$ 1.59 per cubic yard

* Royalty was previously estimated at $0.10 per cubic yard. Further investigation has indicated this price was low for topsoil materials in the vicinity of Portland and the estimate has been revised accordingly.

FRONT AVENUE (ALDER ST.-SHERIDAN ST.) SECTION

PROJECT NO. UI-306 (7)

(Estimated cost of project based on 1940 unit prices)

8	acres	Right of Way Clean-up		$ 50.00	$ 400.00	
60	sq. yds.	Removal of Walk		0.35	21.00	
760	lin. ft.	Concrete Curb		0.90	684.00	
550	cu. yds.	Excavating, Hauling & Depositing Subgrade Material		0.70	385.00	
8	acres	Preparation of Subgrade		70.00	560.00	
5,500	cu. yds.	Furnishing and Placing Topsoil	1.59	~~1.44~~	~~7,920.00~~	8745.00
					$ ~~9,970.00~~ 10,795.00	

FRONT AVENUE (ALDER ST.-SHERIDAN ST.) SECTION

PROJECT NO. UI-306 (7)

(Explanation of 1940 unit prices for major bid items)

Furnishing and Placing Topsoil

A contract was awarded in 1940 for similar work at a unit price of $0.50 per cubic yard, and a unit price of $0.12 per yard mile for hauling. In that project, however, the topsoil material was furnished by the State, while in the present project the contractor is to furnish the topsoil and the hauling cost is included in the bid item. It is estimated the haul distance on this material will be approximately seven miles. Accordingly, the unit price has been computed as follows:

Excavation and placing	$ 0.50
Haul, 7 miles at $0.12	0.84
* Royalty	~~0.10~~ .25
	$ ~~1.44~~ 1.59 per cubic yard

* Royalty was previously estimated at $0.10 per cubic yard. Further investigation has indicated this price was low for top soil materials in the vicinity of Portland and the ~~present~~ estimate has been revised accordingly

November 10, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

UI

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Arthur Street Overcrossing, Project No. U-306(5).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

UI-306(5)

Oregon State Highway Department

Federal Aid Project
No. U-306 (5)

SHERIDAN ST.-BANCROFT ST. SECTION (PORTLAND)
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications for the Arthur Street Overcrossing. Not as basis for project agreement.)

Salem, Oregon, November 10, 1945

Arthur Street Overcrossing Structure (Sta. 152+33.80 to Sta. 158+13.53)

All Required		Shoring, Cribbing, Etc. (5%)		$ 4,750.00
2,250	cu. yds.	Structural Excavation	$ 4.00	9,000.00
95	cu. yds.	Structural Excavation Below Elevation Shown	10.00	950.00
4,400	lin. ft.	Furnish Treated Piles	1.25	5,500.00
140	only	Drive Treated Piles	30.00	4,200.00
18,000	only	Furnish 10" x 42# Steel Piling	1.30	23,400.00
240	only	Drive 10" x 42# Steel Piling	50.00	12,000.00
5,000	lin. ft.	Furnish 12" x 53# Steel Piling	1.60	8,000.00
60	only	Drive 12" x 53# Steel Piling	60.00	3,600.00
2,800	cu. yds.	Class "A" Concrete	35.00	98,000.00
496,000	lbs.	Metal Reinforcement	0.06	29,760.00
284,000	lbs.	Structural Steel	0.11	31,240.00
6,450	lbs.	Copper and Bronze	1.00	6,450.00
1,480	lin. ft.	Metal Handrail	8.00	11,840.00
220	lin. ft.	6" Sewer Pipe in Place	1.00	220.00
14	lin. ft.	8" Sewer Pipe in Place	1.50	21.00
All Required		Metal Door Screens		100.00
600	lin. ft.	2" Metal Conduit in Place	1.00	600.00
36	lin. ft.	1½" Metal Conduit in Place	0.75	27.00
435	lin. ft.	1" Metal Conduit in Place	0.60	261.00
28	lin. ft.	3/4" Metal Conduit in Place	0.50	14.00
16	only	Outlet Boxes in Place	1.00	16.00
5	only	I L Transformer Boxes in Place	10.00	50.00
			Subtotal	$249,999.00
			10% Engr. & Cont.	24,999.90
			Total	$274,998.90

Retaining Walls, Etc. (Sta. 158+13.53 to Sta. 162+17.83)

All Required		Shoring, Cribbing, Etc. (5%)		$ 250.00
150	cu. yds.	Structural Excavation	$ 4.00	600.00
5	cu. yds.	Structural Excavation Below Elevation Shown	5.00	50.00

1107,000

600	cu. yds.	Class "A" Concrete	$ 35.00	$ 21,000.00
64,000	lbs.	Metal Reinforcement	0.06	3,840.00
350	lbs.	Copper and Bronze	1.00	350.00
980	lin. ft.	Metal Handrail	8.00	7,840.00
65	lin. ft.	1" Metal Conduit in Place	0.60	39.00
			Subtotal	$ 33,969.00
			10% Engr. & Cont.	3,396.90
			Total	$ 37,365.90

Length of Structure	.110 mile
Length of Roadway	.076 mile
Total Length	.186 mile
Cost per mile, Roadway	$491,656.57

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Overcrossing Structure	$274,998.90	$170,503.00	$104,495.90
Retaining Walls, Etc.	37,365.90	23,167.00	14,198.90
	$312,364.80	$193,670.00	$118,694.80

kw

RECEIVED
OCT 30 1947
FOR FILING

UI-306(5)

October 21, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 17, 1947, regarding the item of water meters in State Force Order dated September 22, 1947, providing for installation of water services for landscape areas on the Front Avenue (Sheridan St.-Bancroft St.) Section, Contract No. 2873, Oregon Project UI-306 (5).

We are enclosing a copy of a letter from Mr. D. J. Barbee, our Engineer in charge of this project, in explanation. Since the meter in question is in excess of one inch in size, it seems it will become the property of the Oregon State Highway Commission, and not of the City of Portland.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:GS

Encl.

RECEIVED

FOR FILING

U1 306(5)

October 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of State Force Order dated September 22, 1947 providing for the installation of water services on Oregon Project UI-306(5), Sheridan Street - Bancroft Street, Portland, (Front Avenue).

It is noted one item includes a water meter, and it is our understanding the meters remain the property of the City. If this is the case, Federal participation in their cost is not permissible. Further information is requested as to the work involved under this State Force Order before action can be taken by this office.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
OCT 15 1947
FOR FILING

UI-306(5)

October 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work, to be done by the City of Portland Water Department, covering installation of water services to landscaped areas on the Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific West Highway in Multnomah County, Contract No. 2783, in connection with Federal Aid Project No. UI-306 (5).

This work is necessary to provide water connections for landscaped areas, before pavement is laid.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

DBP:GS

Encl.

RECEIVED
MAY 20 1947
FOR FILING

UI-306(5)

May 17, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering removal of sawdust and wood deposit between Stations 158 to 160+50 of the "J" line on the Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific West Highway in Multnomah County, Contract No. 2873, in connection with Federal Aid Project No. UI-306(5).

This work is necessary to provide a stable and suitable base for pavement at this location.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

Encl.

RECEIVED
MAY 1 1947
FOR FILING

U1-306(5)

April 30, 1947

Mr. George H. Copley
Regional Housing Expediter
1000 New World Life Building
Seattle 4, Washington

Dear Sir:

The Kuckenberg Construction Company, contractor on the Sheridan Street-Bancroft Street Section of the Front Avenue Project in Portland, is negotiating with the War Assets Administration for the following equipment:

1 Paver, Concrete, Crawler Mounted, 34 cu. ft. or equal
120 Forms - Concrete Steel - 8"W x 8"H x 10'L
2 Pickup Trucks or Carryalls or Equal
3 1½-Ton to 5-Ton Flat Bed Trucks
2 Concrete Vibrators
1 Concrete Finishing Machine
1 Radial Swing Saw 14"
1 Pile Driver Hammer - Steam or Air
5 Dump Trucks - 5 to 10 cu. yd.

and has requested that I advise you as to how this project ties in with federal housing in the vicinity of Portland.

The construction of this section will eliminate a serious bottleneck in reaching the industrial center of Portland for all the housing developments that have arisen in southeast Portland and all those adjacent to the Pacific Highway in southern Multnomah, Clackamas and Washington Counties. We feel that this project is very essential to the elimination of traffic congestion in Portland, and I am sure that it will make more readily accessible large suburban areas tributary to the city which are ideally suited for moderately priced homes.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Kuckenberg Construction Co.
H. G. Smith
W. C. Williams

RECEIVED
MAR 27 1947
FOR FILING

91-306(5)

March 26, 1947

Hackenberg Construction Co.
11104 N.E. Holman
Portland 16, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 2873 which was awarded to you on February 20, 1947, by the State Highway Commission, covering structures, grading and paving on the Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fw

Recorded

RECEIVED
MAR 10 1947
FOR FILING

11-3.[illegible]

#2873

Salem, Oregon
March 7, 1947

Mr. W. C. Williams
Division Engineer
Box 4644
Portland 2, Oregon

Dear Sir:

At the time the Sheridan St.-Bancroft St. Project was advertised, Mr. Davis objected to the length of the pedestrian crossing from about Station 177+50 of the "K" Line to about Station 161+60 of the "A" Line. To avoid delay, we agreed to correct this situation, as a construction change, by extending the nose of the island opposite about Station 178+00 of the "K" Line.

On revised sheet No. 7A of the plans, which we are sending under separate cover, we have shown a revision of the island and the affected sidewalks which we think will be acceptable to Mr. Davis.

Please contact Mr. Davis at your convenience and if the proposed change in plan is acceptable to him, arrange for construction accordingly.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:lh

RECEIVED
MAR 4 1947
FOR FILING

UI-306-5

February 28, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the excavation of compost materials on the Front Avenue (Sheridan St.-Bancroft St.) Section of the Pacific Highway West in Multnomah County, Contract No. 2873, in connection with Federal Aid Project No. UI-306 (5).

This work was an anticipated item on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:LH

Encl.

RECEIVED
FEB 28 1947
FOR FILING

UI-306(5)

February 25, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 24, 1947 on Contract No. 2873, Front Avenue (Sheridan St.-Bancroft St.) Section in connection with Federal Aid Project No. UI-306 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

RECEIVED
APR 16 1947
FOR FILING

41-306 (5)

#2873

AGENDA
MAR 24 1947

February 20, 1947

Kuckenberg Construction Co.
11124 Northeast Holman
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for grading, paving and construction of five major reinforced concrete structures on the Front Avenue (Sheridan Street-Bancroft Street) Section of the Pacific Highway West and for widening the west end of Ross Island Bridge on the Front Avenue Project, both in Multnomah County. This award was based on your combination low bid of $986,993.90 submitted on February 4, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

cc - R. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

get confirmed

Files

to the account of ____________________ $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

February 20, 1947
3:45 P.M.

Kuckenberg Construction Co.
11104 Northeast Holman
Portland 16, Oregon

State Highway Commission awarded you today contract for grading, paving and structures on the Front Avenue (Sheridan Street-Bancroft Street) Section of Pacific Highway West and for widening the west end of Ross Island Bridge on Front Avenue in Portland, Multnomah County based on your combination low bid submitted February 4, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION
By: H. B. Glaisyer, Secretary

HB:dr
Charge 5001-900
Salem, Oregon

RECEIVED
FEB 21 1947
FOR FILING

[illegible]

#2873

Salem, Oregon
February 19, 1947

Sheridan Street-Bancroft
Section, Front Avenue Project
in Portland

Mr. J. M. Devers
Chief Counsel
State Highway Department
Office

Dear Sir:

At a conference with the clerk and assistant superintendent of the Portland school district, we were informed that they had not yet given us title to the right of way across the Failing School property between Hooker Street and Porter Street. Bids were taken on this project at the last Commission meeting.

When negotiations were underway for this property, we had agreed to put in a pedestrian overcrossing of the Front Avenue project to connect the school building and grounds on the east with a playground which they operated west of Front Avenue. Their school population has considerably decreased, and they no longer use the playground west of Front Avenue. They have now agreed to allow the project to proceed without the pedestrian overcrossing, giving the operation under these conditions a thorough trial. If it develops that the overcrossing is still necessary, the State must agree to construct it.

We are now putting in a pedestrian undercrossing at Arthur Street which is two blocks north of the Failing School and one at Grover Street which is two blocks south of the Failing School. It is believed that these two pedestrian undercrossings will serve the school's needs adequately without constructing the overcrossing at Hooker Street.

In completing the transfer of the property from the school board to the State and city, this recent agreement should be recognized. It is suggested that the school board be contacted and the transfer of property be completed as soon as practicable.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

RECEIVED
FEB 21 1947
FOR FILING

#2873

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(30)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
- DL = Day Letter
- NL = Night Letter
- LC = Deferred Cable
- NLT = Cable Night Letter
- Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRB172 GOVT DL PD=PORTLAND ORG 20 1222P 1947 FEB 20 PM 1 36

R H BALDOCK=
STATE HIGHWAY ENGINEER

REURTEL CONCURRENCE IS HEREBY GIVEN IN AWARD TODAY OF CONTRACTS ON OREGON FI-306 (5) SHERIDAN STREET BANCROFT STREET AND ROSSISLAND BRIDGE PROJECT TO LOW BIDDER KUCKENBERG CONSTRUCTION COMPANY=
T M DAVIS.

FI-306 (5).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

…S OF SERVICE DESIRED			
…ESTIC		CABLE	
…GRAM		ORDINARY	
…Y LETTER	☒	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Pat… desi…d; otherwise the message will be transmitted as a telegram or ordinary cablegram.

RECEIVED
FEB 21 1947
FOR FILING

11-30…

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1207

CHECK
ACCOUNTING INFORMATION
TIME FILED

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S
F

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 20 1947

To — #2873 MR. ~~T. M.~~ DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY OF CONTRACTS AS FOLLOWS: SHERIDAN STREET-BANCROFT STREET PROJECT AND ROSS ISLAND BRIDGE PROJECT TO KUCKENBERG CONSTRUCTION COMPANY. SPENCER CREEK BRIDGE PROJECT TO ARCHIE R. AVERILL. RIGHTS OF WAY FOR ALL PROJECTS ARE ACQUIRED.

R. H. BALDOCK

Copy filed with Spencer Creek Bridge project

Oregon State Highway Department, Salem, Oregon
Sender's name and address
(For reference only)

4171
Sender's telephone number

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~[illegible]~~
Division 8

February 12, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project No. UI-306(5), Sheridan Street-Bancroft Street section of the Pacific Highway in Portland. We are prepared to concur in award of contract to the low bidder on this project upon receipt of your request. This does not, however, include the approaches for the Ross Island Bridge, for which we have not as yet received cost analysis.

Very truly yours,

Y. M. DAVIS
District Engineer.

REFERRED TO
Probert
by Chief Engineer

Hold up till second bids come and then we can award together

RECEIVED
FEB 13 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Probert

RECEIVED
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FOR FILING

UI-306(5)

Division 8

February 12, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project No. UI-306(5), Sheridan Street-Bancroft Street section of the Pacific Highway in Portland. We are prepared to concur in award of contract to the low bidder on this project upon receipt of your request. This does not, however, include the approaches for the Ross Island Bridge, for which we have not as yet received cost analysis.

Very truly yours,

T. M. DAVIS
District Engineer.

Original sent to Baldock

RECEIVED
JAN 28
FOR FILING

UI-306(5)

January 25, 1947

#2873

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 24, 1947, concerning the set up of funds for the Front Avenue Section, Project No. UI-306 (5).

Please be advised the adjustment of the funds to conform with the approved program amount is satisfactory.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

File

January 24, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It is noted that the estimate revising the unit prices of several items submitted with your letter of January 23, 1947 regarding Oregon Project No. UI-306(5), Front Avenue (Sheridan Street - Bancroft Street) shows the total Federal Aid as $678,000 which agrees with the previous estimate but exceeds the amount shown in the revised program.

As it appears that this amount was used inadvertently and it is not intended to request a program change at this time to increase the Federal funds, will you please advise if the following distribution of Federal funds is satisfactory:

Roadway	$313,830.00	0.524 miles
Structures	349,380.00	0.166 miles
Balance in Program Status for Landscaping	4,000.00	
Total Federal Aid in Program	$667,210.00	

Very truly yours,

F M Davis
F. M. DAVIS
District Engineer.

See Reply
Jan 25

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JAN 25 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 15 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

117-[illegible]

January 14, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Project No. UI-306(5), Sheridan to Bancroft Street Section, Pacific Highway West (Front Avenue - Portland) and approach ramps to the Ross Island Bridge, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 15 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

RECEIVED
JAN 15 1947
FOR FILING

111.306(5)

#2873

January 10, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The suggestion made in your letter of June 10, 1946, in regard to narrowing the pedestrian crossing at about Station 177+50 of the "K" Line on the Sheridan Street-Bancroft Street Section of the Front Avenue Project, was overlooked in our reply of June 10.

As it is now too late to revise the plans to accomplish the purpose you have in mind, we request that the plans for the project be approved as submitted with the understanding that the extensions of islands which will be required be worked out as a construction change.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

cc to H. G. Smith
W. C. Williams

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
[illegible] 1946
FOR FILING

UI-[illegible]

#2873

August 29, 1946.

REFERRED TO
H G Smith
Note & file

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 17th in reply to ours of June 10th regarding the several features involved in the plans for Oregon UI-306(5), the Sheridan Street - Bancroft Street Section of the Front Avenue Project.

In connection with the 9th paragraph of our letter which was answered by you under Item No. 7, your statement that it is "entirely illogical to attempt to obtain horizontal sight distance for cars traveling in the same direction", is surprising in that you are of the opinion that such an important element of geometric design can be overlooked. However, we will not insist on the design being changed in this instance, but for future projects this feature should conform to the standards set up for this class of improvement.

Your reply to the last paragraph of our letter as covered by your Item No. 11 does not seem to apply to the subject, particularly in the vicinity of Station 177+ where, if the nose of the separation is extended east, it could be constructed so as to make a pedestrian refuge for the few pedestrians who will cross at this point. We would appreciate discussing this with you before the project is again advertised for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
AUG [illegible] 1946
OFFICE OF
CONSTRU[illegible] ENGINEER

RECEIVED
AUG 30 1946
OREGON
STATE HIGHWAY COMMISSION

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JUN 19 1946
FOR FILING

DI [illegible]6-5

June 17, 1946

#2873

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the suggestions made by your Washington Office on the Sheridan Street-Bancroft Street Section of the Front Avenue Project.

1. At Station 150, where southbound Front Avenue joins Harbor Drive, the curve was purposely made sharp to avoid a long, tapering merge of two lanes of traffic where the right of way would be disputed over a considerable distance. In our scheme it would be perfectly clear that the left-hand car on Front Avenue has the right of way in making a junction with Harbor Drive. On the "L" line, where northbound Harbor Drive traffic can turn toward Front Avenue, the turning angle was made sharp so that strangers would not make the mistake of turning into Front Avenue. Were the path made smoother, a quite natural mistake could be made and considerable traffic unwittingly enter Front Avenue.

2. It is impossible to reduce the 60-foot-radius curve off Arthur Street on account of the expense. Several hundred thousand dollars have been expended in additional right of way on Front Avenue for approach streets and refinements not contemplated in the original design. The Commission is unwilling to incur any further expense and we believe the design to be adequate.

3. I have no objection to surfacing the 4½-foot concrete curb on the east side of the southbound ramp in a manner to discourage pedestrians, say, for instance, to make a rounded top.

4. The traffic separator was ended at Station 163+05 in order that weaving could take place in either the direction of the southbound ramp to Front Avenue or from Front Avenue to the "B" line. I suggest that this be tried and changes made, if necessary, after the project is in operation, since the raised median strip can be extended very easily, if necessary.

5. The curve at Gibbs Street was purposely made sharp so that traffic entering Front Avenue would have an opportunity to look to the

left before entering. If the curve were rounded more, I think it would encourage carelessness in entering the main stream of traffic.

6. The report, "A Policy on Intersections at Grade," indicates that a speed of 30 miles per hour can be obtained on these curves without superelevation and that increasing the superelevation would affect the speed very slightly in this case.

7. It seems to me entirely illogical to attempt to obtain horizontal sight distance for cars traveling in the same direction. The suggested increase in bridge widths would require an entirely different layout of the project at greatly increased cost, with little or no compensating benefits.

8. We will plant shrubs where the wall is suggested at about Station 170.

9. I have no objection to narrowing the nose opposite Station 177+50, where the "B" and "C" lines converge.

10. I cannot concur that a narrow island is necessary on the left at bus stops. It has been the policy of the Public Roads Administration to discourage the use of narrow islands at left-turn lanes, and it seems to me that the situation here is in a similar category. I feel it would have a tendency for people to cross in front of the bus before it had pulled out, which would make it hazardous to those occupying a narrow island. At this particular place, I cannot conceive of any traffic wishing to alight from the bus and proceed north. I think all the bus traffic will be from the south or southeasterly direction. I would have no objection to moving the sidewalk back several feet to give more room for the bus stop, however.

11. On the "I" line at Station 162 I feel that the bus stop will be very little used, since the present traffic seems to consist of people going to the stores along Corbett Street. When the southbound traffic is taken off at Corbett, I do not see how these stores can continue to be profitable. I think the matter of bus stops should be given further consideration after the project is opened, and if narrower islands are then necessary, they can be easily installed.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI

~~xxxxxxxxxx~~
Division 8

June 10, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans for Oregon UI-306(5), the Sheridan Street - Bancroft Street Section of the Front Avenue Project have been reviewed by our Washington Office, and as a result, the following comments are offered for your consideration. Your views as to these suggestions will be appreciated.

Curb instead [illegible] 1

In the vicinity of Station 150 on the "L" and "T" lines, plan sheet 3, the reverse curve paths where Front Avenue joins Harbor Drive, both northbound and southbound, seem to be unduly sharp. The traffic is shown as 600 vehicles per day at these locations. Flatter alinement seems particularly desirable along the west edge of southbound Front Avenue where the width is narrowed from 24' to 16' in about 80 feet.

2 2 The throat of the entrance to the southbound ramp off of Arthur Street, sheet 3, should be opened from 26' to 32' to 34'. There will be 7,000 vehicles per day making this turn which has only a 60' radius and widening the entrance would materially aid in securing 2-lane operation in peak intervals. Similar treatment has been provided at the diagonally opposite corner.

3 A concrete curb 4.5' wide has been provided on the east side of the southbound ramp (see section L-F on sheet 2-D and also sheet 3). It is suggested that this area be surfaced in a manner to discourage any pedestrain use of this space on the left side of the ramp, since it properly is not a part of the sidewalk system and would be hazardous if so used.

With reference to the traffic separator ending at 163+05, it might be desirable to move the separator westward, narrowing the pavement on the southbound ramp from 26' to about 22' at the merging nose. The nose of the continuing separator should be located about 100 feet ahead (Station 164+) of the ending separator, eliminating the narrow-width element between the two separators.

At the approach nose near Station 164 consideration might be given to a bulb end 4 to 6' wide, even at the expense of narrowing the roadways, to provide suitable location for a warning sign. These changes we believe will help to keep the traffic from the southbound ramp (7,000) along the right-hand lane and at the same time give that from the main road (5,150) a much better chance to ease over to the "B" line road.

Traffic entering Front Avenue from Gibbs Street opposite Station 172+60, plan sheet 4, will be forced by the 15' radius into the inner through traffic lane. This condition could be helped either by a longer curb radius or by keeping the sidewalk close and parallel to the right-of-way line and widening the pavement on the east side.

The superelevation on lines "A", "B" and "C" in the vicinity of the interchange (plan sheet 7 and profiles) seems to have been kept down to .04 or .05' per foot. These curved direct connections involve minimum radii of 143 and 163 feet and operation on them could be expedited if the superelevation were increased to about .08 per foot.

The sight distances provided on the "A" and "B" lines where they go through the underpasses are extremely low. The "A" line underpass has two 13-foot lanes between curbs and a 4-foot offset between curb and wall. The "B" line had 14-foot lanes and an offset of 2 feet. For operation at 25 mph, which speed seems consistent with the curvature provided, an offset on the left or inside of the curve of about 16 feet is needed for corresponding sight distance for a vehicle in the center of inner lane or about 10 feet for a vehicle on the roadway center line. The proposed sections do not provide sight distance for even 20 mph operation of a vehicle centered in the inner lane. The heavy traffic on the "B" line connection particularly would seem to warrant extra width of structure for sight distance.

Traffic on "B" line going through the north barrel of the underpass, plan sheet 7, will be faced with traffic coming toward them through the south barrel. This condition can be helped if a low wall were constructed in the median from about Station 170 "B" to the underpass.

Curb pattern

The nose at the junction of the "B" line and the "C" line, opposite Station 177+50 "B", sheet 7, could be moved eastward narrowing the pavement on line "C" to about 16' at the throat. This would keep the 1300 cars daily on line "C" on the left lane as they enter the bridge and give the 9,000 cars on line "B" a better chance to merge into the narrow two-lane pavement on the bridge.

[illegible] ok [illegible] islands

We note the widening roadways opposite Station 178 "F" and 168 "F" and assume it is for bus stops. These bus stops are safer if a narrow island is provided between the bus and through pavements thus discouraging bus drivers from using through traffic lanes as maneuvering lanes.

//

Also, we note a sidewalk terminating at the north curb opposite Station 161+55 "A" and a similar condition at Station 177+25 "F". Apparently pedestrians will be permitted to cross at grade between these two points to and from the bus stop on "B" line. This would be a very dangerous crossing and perhaps might be worthy of a pedestrian underpass provided conditions lend themselves to a design without stairways which discourage pedestrians. In the event crossing at grade is retained it could be made less hazardous by assuming a more natural diagonal path for pedestrians and breaking the 60-foot width of the "F" and "F" lines crossing, possibly by extending the nose at Station 177+ a little westerly.

Very truly yours,

T. M. DAVIS
District Engineer.

By:

H. A. STODDART
Sr. Highway Engineer.

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MAY 1 3 1946
FOR FILING

UI 306-5

#2873

May 11, 1946

Mr. C. M. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

In your letter of May 1 concerning the Sheridan Street-Bancroft Street Project in the City of Portland, Oregon Project U I - 306 (5), you advise that it will be necessary to withhold concurrence in award of contract pending receipt of assurance from the City of Portland that the Traction Company busses will not be required to stop at the intersection of Grover Street and South Water Street.

We now have a letter from Dorothy McCullough Lee, Commissioner of Public Utilities for the City of Portland, giving the assurance desired. Copies of this letter are being submitted herewith in triplicate.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

ENC.

CC W. C. Williams

C
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P
Y

CITY OF PORTLAND

OREGON

May 7, 1946

R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

I have your recent letter relative to the construction of the Front Avenue project from S. W. Sheridan to a connection with Barbur Boulevard. That portion of the project which calls for an undercrossing at S. W. Grover Street and which will be a street upon which the Portland Traction Company vehicles will operate, is of particular interest to the Department of Public Utilities.

I am not familiar with the construction details of this project, however, if it is found necessary to construct S. W. Grover Street in the vicinity of S. W. Water Avenue in a manner that will restrict the sight distance and create a hazard for traffic attempting to pass a stopped bus, I assure you that it will be the policy of this Department not to install a bus stop at such a location.

Very sincerely,

(Signed) Dorothy McCullough Lee

Dorothy McCullough Lee
Commissioner of Public Utilities

DML
W.S

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MAY 1 6 1946
FOR FILING

UI 306-5

May 7, 1946

#2873

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of May 1, 1946, concerning the P. S. & E. papers for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI 306 (5).

Mention was made concerning certain stairways not being listed on pages 30 and 31 of the special provisions and the stairway listed in the special provisions at Station 165+75 was not shown on the plans. The circumstances concerning these questioned items are as follows:

The stairway shown on the plans at Station "L" 162+20 is included under the contract for the Arthur Street Overcrossing. An explanatory note was shown on the profile but none on the plan. Accordingly, the plan sheet has been revised to indicate the stairway to be constructed under separate contract.

The stairway listed in the special provisions at Station "L" 164+70, correctly should have been listed at Station "L" 165+75.

The remaining four stairways which you have mentioned are a more or less integral part of the subway structure at approximate Station "L" 170+50 and are shown on the structural drawings as a part of that work. For this reason, they were not listed separately in the special provisions.

The stairway at Station "B" 179+50 (Item No. 9) is a part of the Ross Island Bridge Ramps contract and was incorrectly listed on special provision page number 31 as a part of the roadway contract.

Sheet number 2-K of the plans erroneously listed two stairways to be constructed at Hocker Street.

Accordingly, plan sheets 2-K and 3, and special provision pages 30 and 31 have been revised to correct the above mentioned discrepancies and we are enclosing six copies of each to replace those submitted previously.

Attention is called in your letter concerning the incorrect listing in the special provisions of structural drawing numbers for bridges Nos. 6857 and 6943. Please be advised the special provisions have been revised to show the correct numbers.

Inclusion of the half viaduct at Stations 182+47 and 185+71 will be included as roadway in the project agreement estimate in accordance with the request contained in the last paragraph of your letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
DEPARTMENT OF PUBLIC UTILITIES
MAY 16 1946
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U1 [illegible]

#2873

Sheridan St. - Bancroft St.

DOROTHY McCULLOUGH LEE
COMMISSIONER

CITY OF PORTLAND
OREGON

5 copies

May 7, 1946

R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

I have your recent letter relative to the construction of the Front Avenue project from S.W. Sheridan to a connection with Barbur Boulevard. That portion of the project which calls for an undercrossing at S.W. Grover Street and which will be a street upon which the Portland Traction Company vehicles will operate, is of particular interest to the Department of Public Utilities.

I am not familiar with the construction details of this project, however, if it is found necessary to construct S.W. Grover Street in the vicinity of S.W. Water Avenue in a manner that will restrict the sight distance and create a hazard for traffic attempting to pass a stopped bus, I assure you that it will be the policy of this Department not to install a bus stop at such a location.

Very sincerely,

Dorothy McCullough Lee

Dorothy McCullough Lee
Commissioner of Public Utilities

DML
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MAY 11 1946
STATE HIGHWAY COMMISSION

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MAY 9 1946
FOR FILING

UI 306-5

2873

May 6, 1946

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Sheridan Street-Bancroft Street
Section of Front Avenue in Portland.
UI-306 (5)

Reference is made to your letter of May 1, concerning our plans for the pedestrian overcrossing connecting the playground and school at Hooker Street. This overcrossing was planned primarily to serve the needs of the Failing School. The School Board is investigating a possible change in the use of this school property which may eliminate the need for this crossing. The matter has not yet been decided, and we cannot advise that the structure is eliminated from the project. We are, however, postponing any actual construction until such time as the matter is decided.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP RHS
cc G. S. Paxson

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

RECEIVED
MAY 6 1946
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

REFERRED TO
By Chief Engineer
Please answer

May 1, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project UI-306(5), Sheridan Street - Bancroft Street Section of Front Avenue in Portland, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Our concurrence in award will be withheld pending advice that right-of-way or right-of-entry has been obtained on the entire project. It will also be necessary to withhold concurrence pending receipt of assurance from the City of Portland that Traction Company Busses will not be required to stop at the intersection of Glover Street and S. Water Avenue for the reasons outlined in our letter of April 26.

Based on previous ruling and similar to procedure followed in the case of the half viaduct on the Ross Island Bridge - Schiller Street Section, Project WPMH 168-D, we are including under roadway, the present half viaduct between Stations 182+47 and 185+71. Pursuant to telephone advice on April 29 from Mr. Probert, we are also reserving sufficient funds to provide for landscaping as called for in your 1946 Urban Program. Summary of funds in the Engineer's Estimate, dated May 1, 1946, has accordingly been changed to the following:

Item	Total Cost	Federal Urban Funds	State Funds
Roadway	$ 558,727.40	$ 320,820.00	$ 237,907.40
Structures	622,029.87	357,180.00	264,849.87
	$1,180,757.27	$ 678,000.00	$ 502,757.27

The above was obtained by prorating the $114,060 total shown in the estimate for the combined half viaduct and the viaduct between

Stations 179+05 and 180+95. Please show the accurate segregation in the project agreement estimate.

We also corrected the total length in the estimate to 0.690 mile.

91

Under Concrete "Stairways" on Pages 30 and 31 of the Special Provisions, ten stairways are listed. A check of the plans indicates the following stairways not listed in the Special Provisions:

Arthur St 80' R Sta. "L" 162+20 } Grading
65' R Sta. "L" 164+70
1 25' R Sta. "F-G" 171+40 Grover
2 25' R Sta. "F-G" 172+60
3 65' L Sta. "B" 172+90 ←
4 20' L Sta. "B" 173+05 ←
Job 6895 Grover Page 39

Grading

The plans do no show a stairway at Station "L" 165+ 75 as indicated in the Special Provisions.

The proposal form for bridges No. 6857 to 6943 has been corrected by changing the numbers of the drawing sheets to 8344 to 8451 inclusive from 8343 to 8351.

It was our understanding a pedestrian overcrossing would be constructed connecting the school, between Hooker and Porter Streets, with the playground on the opposite side of First Avenue. Since such a structure is not provided for on the plans as submitted, we should be advised as to your present plans in this regard.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAY 3 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Probst

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MAY 1 1946
FOR FILING

DI 306-5

#2873

April 30, 1946

Sheridan St. – Bancroft St.

Dorothy McCullough Lee
Commissioner of Public Utilities
City of Portland
Portland 4, Oregon

My dear Commissioner:

The Oregon State Highway Commission plans to call for bids on May 15, 1946 for the construction of that portion of the Front Avenue Project from Sheridan Street to a connection with Barbur Boulevard in the vicinity of Bancroft Street.

As a portion of this project, an undercrossing for cross traffic is to be constructed at Grover Street. The grade of this undercrossing intersects Water Avenue on a vertical curve with restricted sight distance. Trolley coaches of the Portland Traction Company will operate along the Grover Street undercrossing.

This is a federal aid project and requires approval of the plans by the Public Roads Administration before a contract may be advertised for bids. The Public Roads Administration requests that bus stops be prohibited at the Water Avenue intersection by reason of the restricted sight distance, a condition which would create a hazard for traffic attempting to pass a stopped bus. The State Highway Commission concurs in this request.

The Portland Traction Company has advised in writing that it will not stop its coaches at Water Avenue and Grover Street. If you, as Commissioner of Public Utilities for the City of Portland, will favor us with a letter, stating that the Portland City Council will not require nor permit the Portland Traction Company to stop coaches at this point, the matter will be clarified to the satisfaction of the Public Roads Administration and the Oregon State Highway Commission.

I enclose herewith copies of the letters from the Public Roads Administration and the Portland Traction Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI
Encl.

PORTLAND TRACTION COMPANY

4314 S.E. 17th Ave.
Portland, Oregon

March 28, 1946

State Highway Department,
9200 S.E. McLoughlin Blvd.,
Portland 2, Oregon

Attn: Mr. D. J. Barbe

Gentlemen:

Referring to our telephone conversation this morning, will say I have talked to our Mr. Perkins, Superintendent of Transportation, and that he has agreed that after the Harbor Drive has been extended southerly along Front Avenue and we operate under the same easterly along Grover Street to Corbett Avenue, that we will not make a stop of our trolley coaches at Grover Street and Water Avenue.

We understand that the request to eliminate this stop was made to you by the U. S. Bureau of Roads.

Very truly,

(Signed) Thomas Pumfrey
Chief Engineer, Railways.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

April 26, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to several previous conversations relative to the sharp vertical curve at the intersection of S. W. Grover Street and S. Water Avenue on Oregon Project UI-306(5), the Front Avenue, Portland.

As you know, the grade from the Grover Street tunnel is on an ascending 5% grade to the S. Water Avenue intersection, then descends on a 5% grade, the two grades being joined by a very short 85 foot vertical curve. This reduces the sight distance to such an extent that the stopping of large vehicles at this intersection would result in a serious traffic hazard.

On March 28th we received from you a copy of a letter from Mr. Thomas Pumfrey, Chief Engineer, Portland Traction Company, agreeing not to make a stop of their trolley coaches at Grover Street and Water **Avenue**. This is satisfactory, except we are informed the City of Portland exercise the right of requiring busses to make such stops as the City deems necessary.

We have requested that before we approve this project, the records indicate an assurance from the City to the effect that they would not require the Traction Company to stop their trolley coaches at this particular intersection.

In view of the fact that authority to advertise must be given by May 1st, if bids are to be opened at the May 15th meeting of the Highway Commission, this matter is again called to your attention.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
APR 30 1946
STATE HIGHWAY COMMISSION

RECEIVED
MAY 3 1946
FOR FILING

U1 306-5

#2873

SALEM, OREGON
April 26,1946

Mr. W. C. Williams
Division Engineer
Box 4644
Sellwood Station
Portland 2, Oregon

Dear Sir:

Please note attached correspondence relating to proposed shifting of some of the sidewalks to be constructed on the Sheridan St.-Bancroft St. Project.

This matter should be taken up with Mr. Davis at the proper time and his wishes complied with in so far as reasonably practicable.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

CC Mr. H. G. Smith

Division 8

April 23, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the advance plans showing the proposed layout of the Sheridan Street - Bancroft Street Section of the Front Avenue Project, Oregon UI-306 (5).

While several features of this layout have been discussed, there is an additional feature which seems to us to provide unnecessary hazards to pedestrians. This is at those locations where the 5 or 6 foot sidewalks are placed immediately adjacent to fast traffic lanes. Such a location is at Station 169 on the left, shown on Sheet 7 and Sheet 2A (Sec. Gr - E).

It appears that some of these sidewalks could be shifted away from the traffic lanes without any appreciable increase in cost, and thereby provide additional safety for pedestrians. We would appreciate your consideration of this feature and advice as to action taken.

Very truly yours,

T. M. DAVIS
District Engineer.

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P
Y

RECEIVED
FOR FILING

UI 306(5)

#. 2873

April 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box #3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of April 23rd concerning sidewalks to be constructed on the Sheridan Street-Bancroft Street Section of Front Avenue in Portland, Project U I - 306 (5).

We agree with you that there is some hazard in having narrow walks immediately adjacent to travel lanes and we will be glad to go into this matter with you in detail and to make changes wherever practicable.

It occurs to us that, in some cases at least, the desired purpose may be best accomplished by a widening of the sidewalks. Moving of the walks away from the curbs introduces a narrow strip of earth or grass that is hard to maintain in good condition and sometimes requires objectionable "kinks" in the walk alignment. These objections are not present, of course, when the walk is widened.

We would like, if possible, to be permitted to work out these changes after the project is contracted, as revision of the plans at this late hour might prevent the receiving of bids at our May letting.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

SHP:GED

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
FOR FILING

UI-306 (5)

NOTED
State Highway Engineer

April 23, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the advance plans showing the proposed layout of the Sheridan Street - Bancroft Street Section of the Front Avenue Project, Oregon UI-306(5).

While several features of this layout have been discussed, there is an additional feature which seems to us to provide unnecessary hazards to pedestrians. This is at those locations where the 5 or 6 foot sidewalks are placed immediately adjacent to fast traffic lanes. Such a location is at Station 169 on the left, shown on Sheet 7 and Sheet 2A (Sec. Gr - E).

It appears that some of these sidewalks could be shifted away from the traffic lanes without any appreciable increase in cost, and thereby provide additional safety for pedestrians. We would appreciate your consideration of this feature and advice as to action taken.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
APR 2_ 1946
OREGON
STATE HIGHWAY COMMISSION

Copies sent to [illegible]

RECEIVED

FOR FILING

UI 306 (5)

#2873

April 25, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Front Avenue (Sheridan St.-Bancroft St.) Section, Project No. UI-306 (5).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

The landscaping work contemplated for this project will consist of installation of sprinkling systems, placing of topsoil, seeding to lawn grass and the planting of suitable shrubs. The work will be similar to that which was done on the Albany Overcrossing Section. This work will be done upon completion of the construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

UI-306(5) Widen West end of Ross Island 1947
Br., Front Ave. Project,
#2874 Portland

RECEIVED
JAN 24 1949
FOR FILING

[illegible] (E)

2874

January 21, 1949

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2874 for work on the Ross Island Bridge on Front Avenue, Portland, in Multnomah County, has been completed by the contractor, Kuckenberg Construction Company, and that final payment in the amount of $5,520.85 will be made on or after January 31, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $59,160.23, of which amount $1,518.19 represents force account items. This contract was completed June 24, 1948 and accepted by the Highway Commission on August 9, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Will you please acknowledge this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Ave. Bldg.
Seattle, Wash.

C. A. Tomassene
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

1-21-49 gl

RECEIVED
JAN 18 1949
FOR FILING

File

2814

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1949

SUBJECT: Price Agreements No. 6 and 7,
Ramps on West End of Ross
Island Bridge (Br. No. 6857)

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith, for your approval, copies of Price Agreements No. 6 and 7 on the Ramps on the West End of Ross Island Bridge.

Under the contract, as awarded, we would have placed 543.54 linear feet of handrail. As the work progressed, it developed that it was practicable to save a considerable length of the existing concrete handrail. These price agreements cover an adjustment to Bid Item No. 1 in the contract covering the preparation of the existing bridge and to Bid Item No. 8 covering the electrical installation, both of which items were decreased because we did not remove all of the handrail as called for.

In addition to the savings as shown by these price agreements, we have also saved the cost of installing 130.75 linear feet of rail, which, at ten cents per foot, would have cost $1,307.50. The reduction in Items No. 1 and 8 total $397.42, making a net saving by these changes of $1,704.92.

Very truly yours,

GS Paxson

G. S. Paxson
Bridge Engineer

Attached
GSP:gm
cc W. A. Reeves

RECEIVED
SEP - 1 1948
FOR FILING

U1-306(5)

2617

August 31, 1948

Kuckenberg Construction Co.
11104 N. E. Holman
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 25 days, from May 30 to June 24, 1948, within which to complete your contract No. 2874 for widening the west end of Ross Island Bridge on Front Avenue in Portland.

I am pleased to inform you that the Commission granted your request without penalty. The Highway Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

8-31-48 gl

RECEIVED
AUG 16 1948
FOR FILING

111-306(5)

#685W

August 9, 1948

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Ramps on west end of Ross
Island Bridge
Oregon UI 306 (5)

This is in reply to your letter of August 3rd relative to Price Agreement No. 4 on the above subject.

Our letter of July 29th is in error insofar as it states that the agreement does not cover the replacement of an entire fixture. The Price Agreement covers the entire fixture, but not the post which is included in the lump sum bid submitted by the contractor. Our specifications in the fourth paragraph on page 7 state that; "Such additional luminaires as are required to complete the work as called for by the plans, will be furnished by the State without charge to the contractor." There were not enough fixtures salvaged from the center island to make the complete installation, as called for on the plans, and this Price Agreement covers the furnishing of the additional fixtures. There is no other charge on the Price Agreement for installing the fixtures.

The matter could have been covered equally as well by an extra work order and the amounts shown on this Price Agreement correspond with invoices which the contractor has permitted us to examine.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GGP:fp

ASSIGNMENT

No. 685
WCW

DESCRIPTION: Let 8/3/48 from T.M.Davis, PRA re furnishing of light fixtures on west end of Ross Island Br. UI-306 (5).

DATE: 8/6/48

ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ______________

☐ ______________________________

REPORT RECEIVED: 8-10-48-dw

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3000
PORTLAND 8, OREGON

August 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of July 23 and Mr. Williams' reply of July 29, relative to the furnishing of light fixtures on the west end of the Ross Island Bridge, Oregon Project UI-306(5), as covered by Price Agreement No. 4 dated June 24, 1948.

We note your statement that this price agreement covers only the bases which join the fixtures to the handrail posts, however, the price agreement calls for luminairs, glass units, canopies, isolating transformers, aluminum covers and lamps. It is also noted that an item of profit of 5% is included which would indicate possibly an extra work order would have been preferable. The question of installation cost is not clear. On page 7 of the special provisions, it states that the contractor shall furnish and install the complete roadway lighting system as shown on the plans. Drawing No. 8348 apparently includes the lamps covered by this price agreement and Drawing No. 8351 covers the details.

Since this item was bid as a lump sum, we are unable to understand why the contractor's bid item does not cover this work. Unless you have further justification for the inclusion of this price agreement, it is apparently not eligible for Federal participation. Please advise.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

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OREGON
STATE HIGHWAY COMMISSION

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(5)
#74

July 29, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: West End of Ross Island Bridge
Ramps, Oregon UI-306 (5)

Reference is made to your letter of July 22 concerning the furnishing of light fixtures on the west end of the Ross Island Bridge ramps.

Our price agreement on this matter does not cover the replacement of an entire fixture but only the bases which join the fixtures to the handrail posts. This project involves the alteration of the west approach to the Ross Island Bridge. There was originally a cluster of lights in the middle of the roadway at the west end which was removed. There were enough light fixtures on this cluster to cover the lighting of the additional ramps. However, in shifting the lights from the cluster mounting to the single installations on the light posts, a different base was required. The new installation involves the same number of lights as was on the original structure.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

[illegible]
ccG. S. Paxson

July 22, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of July 7, 1948 requesting consideration of approval as a contingent item, the furnishing complete of two light fixtures on the west end of the Ross Island Bridge on Oregon Project UI-306(5). While this is a small item, there is some doubt as to its eligibility of participation with Federal funds and it is therefore requested that additional information be submitted, particularly as to whether this is a replacement or additional new fixtures. Action on the Price Agreement will be withheld pending your reply.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUL 27 1948
STA[illegible] COMMISSION

RECEIVED
JUL 28 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JUL 22 1948
FOR FILING

4 I-3 [illegible]

2874

July 19, 1948

Request for Extension of Time
No. 1
August 9 and 10, 1948.

State Highway Commission

Gentlemen:

Re: Time Extension for Ramps on West End of
Ross Island Bridge, Contract No. 2874
Ruckenberg Construction Co., Contractors

Ruckenberg Construction Company, contractors for the Ramps on the West End of the Ross Island Bridge in Multnomah County, our Contract No. 2874, are requesting an extension of time to and including June 24, 1948 for the completion of the work on this project. A copy of the request is attached hereto. This project was previously extended from December 31, 1947 to May 30, 1948.

Under this contract the State was to furnish cast iron bases for the lighting fixtures. It was anticipated that these could be obtained from Multnomah County. This proved impracticable and new bases were cast. Due to a strike of the pattern makers in the foundry, the delivery of these bases was delayed.

Other work on the contract was finished within the first time extension, and no inconvenience or delay to traffic has been occasioned. It is recommended that the extension be granted without penalty to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

CSP:GM
Attached

cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
JUN 9 1948
FOR FILING

UI 306(5)

June 7, 1948

Kuckenberg Construction Co.
1110½ N. E. Holman
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 30 days, from April 30 to May 30, 1948, within which to complete your contract No. 2874 for widening west end of Ross Island Bridge on the Pacific Highway, in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

6-7-48

RECEIVED
MAY 24 1948
FOR FILING

UI-306(5)

May 10, 1948

Request for Extension of Time
No. 7
May 24 and 25 meeting.

State Highway Commission

Gentlemen:

Re: Time Extension for Ramps at West
End of Ross Island Bridge (Cont. No. 8674)

Herewith an application from Kuckenberg Construction Company, contractor for the construction of the Ramps on the West End of the Ross Island Bridge, for an extension of time to and including May 30, 1948 for the completion of this work. This project had previously been extended from December 31, 1947 to April 30, 1948.

The work is done with the exception of installing light fixtures on the light poles in the handrail. The strike of the pattern makers has shut down the foundry which was to have furnished the bases for these fixtures. In view of this fact, we recommend that the extension be granted without penalty to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
MAY 10 1948
FOR FILING

[illegible] I-3.6 ([illegible])

May 7, 1948

Mr. T. H. Banfield, Chairman
Oregon State Highway Commission
P. O. Box 450
Portland 7, Oregon

Dear Mr. Banfield:

I give you the following report in regard to schedule of Kuckenberg Construction Company for completing their Harbor Drive improvement work adjacent to the west end of the Ross Island Bridge.

It is necessary to adjust the grade which involves the removal of pavement shown by cross hatch lines.

Before the pavement removal and grading at the west end of the bridge can be completed, it will be necessary to complete the approach to the Ross Island Bridge on the southerly side ("G" Line) for northbound traffic going east onto the bridge. Until this is completed, traffic must enter the bridge at its existing west portal and, therefore, this section cannot be disturbed until the ramp is completed. As soon as weather conditions settle so the contractor may pave, we believe he can complete the bridge approach on the southerly side, the "G" Line, in about three weeks.

The contractor can then remove the pavement as shown and bring the roadbed to grade at the bridge end and complete the pavement of the various ramps connecting thereto. As it will take approximately three to four weeks to complete the paving of the connecting ramps and a curing period of three to four weeks, it does not appear that the work can be completed and thrown open to traffic before the middle of July.

We are asking the contractor to expedite this work but he must naturally tie it in with other aspects of his contract and we cannot require him to perform his work under a schedule that would increase his over-all costs. It does appear that with favorable weather all of the approaches to the west end of the bridge can be completed and open to traffic sometime between July 15 and August 1. I will illustrate this problem by the attached sketch map. The contractor is still on schedule although he has lost, on account of inclement weather, nearly the two months he had gained on schedule.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
Encl.
cc - W. C. Williams

FORM B-191X 1M 5-47

UI-[illegible]6 (5)

#2874

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 3, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Ramps on West End of Ross Island Bridge
F. A. P. No. UI-306 (5)

Kuckenberg Construction Company, contractors on the above project, request a second extension of time from April 30 to May 30, 1948, to complete the work on this project.

As a part of the work, we are to replace the lighting fixtures on the handrail posts on that section of the existing bridge where the handrail was removed. This replacement required the furnishing of cast metal bases which had to be made up specially in order to match the fixtures now in place. The foundries are shut down by a strike and the contractors have not been able to get these bases.

In view of this fact, it is recommended that the extension be granted without penalty. May we have your concurrence in this recommendation.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GW
cc W. A. Reeves
J. W. Nash

RECEIVED
APR 8 1948
FOR FILING

9I-306(5)

#3874

#434 W

April 6, 1948

Kuckenberg Construction Company
General Contractors
11104 N. E. Holman Street
Route 7, Box 949
Portland 16, Oregon

Gentlemen:

Reference is made to your letter of March 26 concerning the damage to the handrail on the north ramp at the west end of the Ross Island Bridge.

You are correct in your interpretation of the specifications in this matter, and since the ramp was open to traffic, the State assumes the responsibility for maintenance of any damage caused by normal operation over the part of the structure which was open. This does not, of course, include any responsibility for defective workmanship or materials.

We are making up an order for extra work covering the repair of this handrail, which should reach you within a short time.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP CM
cc C. S. Paxson
J. T. Shelton
W. C. WILLIAMS

ASSIGNMENT No. 431

DESCRIPTION: Let. 3/26/48 from Kuckenberg Const. Co. re. damage to hand rail on north approach of Roos Island Bridge.

DATE: 3/30/48 ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature
☐ Assignment executed Date ______________

☐ ______________________________

REPORT RECEIVED: 4-6-48

REMARKS:

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

11104 NORTHEAST HOLMAN STREET
ROUTE 7, BOX 949

BUS. PHONE:
WE 2359

PORTLAND 16, OREGON

March 26, 1948.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention: Mr. G. S. Paxson,
Bridge Engineer.

Your letter of March 22 received. We are just a little confused as to just what you mean in your letter, when you request or order that we immediately repair damage to hand rail on North approach of Ross Island Bridge, we are wondering if you plan on covering this with a change order, or whether you are requesting us to give you a price to do this work, or just what you do mean. It is our opinion that when you take over any part of our work, and put traffic over same, that part of the contract is accepted by you as being completed.

We refer you to Article 1.8.11, OPENING OF STRUCTURES TO TRAFFIC;

"Whenever, in the opinion of the engineer, any portion of the work should be opened to traffic, it shall be so opened.

The acceptance of any portion or portions of the work prior to the acceptance of the work as a whole shall be understood to be an acceptance only in so far as it relieves the contractor of the maintenance of such portion or portions. It will not entitle him to the payment of any part of the retained percentage, and it will not relieve him from responsibility for defective workmanship or materials."

We believe this is quite clear and covers any damage or maintenance to any portion of the work which you have accepted and allowed traffic thereon.

Kindly acknowledge this letter, and advise us if our contention is correct so that we may know how to proceed in the future when you wish to open certain portions of the work to traffic.

We hereby propose to furnish labor and materials to repair damage to handrail on North approach of Ross Island Bridge for the sum of $350.00, upon receipt of an extra work order from you to cover the repairing of hand rail, we will proceed.

RECEIVED

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY

Henry Kuckenberg

Henry Kuckenberg, Partner.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

HAK:gl
cc W.C.Williams ✓
J.M.Devers
A.G.Skelton
J.T.Skelton
Lee Gordon

RECEIVED
FEB 20 1948
FILING

UI-306(5)

February 18, 1948

Kuckenberg Construction Co.
11104 N. E. Holman
Portland
Oregon

Gentlemen:

The State Highway Commission at its meeting on February 3, 1948 had under discussion your request for an extension of time of 120 days, from December 31, 1947 to April 30, 1948, within which to complete your contract No. 2874 for widening west end of Ross Island Bridge on the Pacific West Highway, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
2-18-48

RECEIVED
JAN 27
FOR FILING

UI-306(5)

January 19, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith a request for an extension of time on the contract for the construction of the ramps on the west end of the Ross Island Bridge, Contract No. 2674, [illegible] Construction Company, contractor. This same contractor has the work on the Sheridan Street–Bancroft Street Section of the Front Avenue Improvement in Portland. The ramps for the Ross Island Bridge tie into this improvement, and it has been found advisable to schedule the work on the two contracts together. The extension to and including April 30, 1948 will not delay the completion of the entire project.

I recommend that the extension from December 31, 1947 to April 30, 1948 be granted without penalty to the contractor. This request has been concurred in by the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
Attached
cc R. H. Baldock
H. B. Glaisyer
G. S. Paxson

RECEIVED
OCT 22 1948
FOR FILING

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

[illegible]

#3274

Salem, Oregon
November 20, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

You will recall that some days ago you suggested a conference to discuss an amendment to the provisions in our construction contract with respect to payment for extra work. I shall be glad to meet with you at any time on this matter.

Yours very truly,

JM Devers
J. M. DEVERS

JMD:avh

Payson ✓

If it is agreed between the contractor and the engineer that payment for extra work is to be made at stipulated unit prices or stipulated lump sum prices, payment for the extra work will be so made; otherwise, payment for extra work will be made on the force account or cost plus basis described in Article 1.9.5 of the standard specifications. Payment for extra work will be made only when the work involved has been authorized by the engineer, in writing, prior to performance of the work.

My suggestion would be as above.

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to Mr. Devers' letter of October 30 concerning the provisions in our general specifications with reference to extra work. In order to correct this condition, I would suggest that we run in our supplemental specifications a paragraph as follows:

> "The second paragraph of Article 1.4.6 'Extra Work' is hereby amended to read as follows:
>
> > "Extra work will be paid for at unit prices or at a lump sum price agreed upon between the contractor and the engineer prior to the commencement of work or on a force account basis if so ordered by the engineer. No claim for extra work will be allowed unless the work is done in accordance with the prior written order of the engineer."

The paragraph of the specifications which I propose to amend is identical with the paragraph in the road specifications under Article 4.3 on page 7. It seems to me that if we make the amendment in our bridge contracts that the same amendment should be made in the road contract. I would suggest that this be discussed again with Mr. Devers to see whether in his opinion this revision is adequate.

Very truly yours,

GSPaxson
G. S. Paxson
Bridge Engineer

GSP GM
cc J. M. Devers
S. H. Probert

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 4, 1947

SUBJECT:

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
Office.

Dear Sir:

I have read your letter of the twenty-eighth relative to the controversy which arose between Kuckenberg Construction Company and the Highway Commission with respect to some extra work on the Ross Island Bridge in Portland. I had previously written you concerning this same matter and need not repeat now things that I said then.

I have just discussed the matter with Mr. Paxson and we are going to try to work out a clause which will, we hope, control any like situation in the future.

I again say that I think that an effort should be made to harmonize all of the general provisions in the highway construction contract form with the like provisions in the bridge contract form. I think we should give early attention to that matter.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

FORM E-90 45M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1947

SUBJECT:

To: Mr. W. O. Williams,
Assistant State Highway Engineer,
Office.

Dear Mr. Williams:

I have before me Mr. Paxson's letter addressed to you under date of October twenty-fourth relative to the controversy with Kuckenberg Construction Company concerning some extra work which the Engineer has called for under the Company's contract for the construction of the west approach to the Ross Island Bridge in Portland.

In Mr. Paxson's letter he says that the contractor challenges the authority of the Engineer to require the extra work and especially to require it done under the basis of compensation or the measure of compensation proposed by the Engineer.

The contract contains provisions on the subject of extra work and alterations and I believe they are broad enough to authorize the Engineer under certain conditions to call for extra work or to alter the specifications. In either event the contract makes provision for the manner in which payment is to be determined, but I believe the language, in view of the question raised by this contractor, should, when we reprint our contract, be made a little more definite.

The contract, I believe, provides that when extra work is ordered by the Engineer to be done on a force account basis such work shall be paid for on the basis of cost plus a percentage. I find, upon comparing the bridge form of contract with the highway construction contract, there is a difference in phraseology on the same subjects. In my opinion this condition should not prevail. There is no reason why the general terms in all contracts should not be the same. Specifications of course will differ, but general provisions can and should in my opinion harmonize so that if a provision in a highway construction contract is challenged in court the construction placed upon the provision will be applicable to a like provision in a bridge contract. I urgently recommend that at the earliest possible date we make these contracts alike in language where general provisions are applicable to both types of construction.

Referring again to the bridge contract and some of its general terms I find that on page 7 under the heading extra work it is provided that "Extra work will be paid for at unit prices, at a lump sum price, or on a force-account basis, as may be agreed between the contractor and the engineer prior to the commencement of work." I believe that that part of the contract is controlling and there are only those three methods of determining compensation and the language "as may be agreed between the contractor and the engineer" in my opinion means agreed as to one of those three.

I gather from Mr. Paxson's letter that the contractor was called upon to submit a bid and the bid price was not satisfactory to the Engineer. I believe it was a mistake to call for a bid because by so doing we abandoned the measure of compensation fixed in our contract.

I shall be glad to discuss this with you whenever you want.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

RECEIVED
NOV 6 1947
FOR FILING

[illegible] - 306 (5)

7

3-14

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 4, 1947

SUBJECT: Ramps on West End of
Ross Island Bridge

To:

Mr. A. G. Skelton, Division Engineer
State Highway Department
P. O. Box 4444, Sellwood Station
Portland 2, Oregon

Dear Sir:

The subcontract between Kuckenberg Construction Company and W. R. Grasle Company for the electrical installation on the Ross Island Bridge approaches seems to be in order and is approved.

Very truly yours,

G. S. Paxson
Bridge Engineer

NOTED
W. C. WILLIAMS

GSP GM
cc W. C. Williams

RECEIVED
OCT 30 1947
FOR FILING

UI-306 (5)

2474

Referred To
Adm
Law + Legal
Opinions + Decisions

Salem, Oregon
October 28, 1947

Mr. J. M. Devers
Chief Counsel
Office

You have received a copy of Mr. Paxson's letter of October 24 having reference to the refusal of Kuckenberg Construction Company to perform certain work in connection with the approach to the Ross Island Bridge in Portland as extra work. This matter is quite serious and it is essential that we determine whether we are on firm ground or not in instructing a contractor to proceed with certain work on an extra work order basis.

If we do not have authority to compel the contractor to do work as force account when we are unable to agree as to price for the work we are at the mercy of the contractor.

While this is the first instance I know of wherein a contractor has flatly refused to proceed on a force account basis, I do know of many instances in which contractors have questioned the state's authority to compel them to proceed on such a basis. It therefore will be appreciated if you will give us an opinion on this at an early date.

W. C. Williams

WCW:bb
cc: G. S. Paxson
S. H. Probert

FORM E-90 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 24, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

It often happens in construction work that, during the progress of the job, changes become necessary which involve the doing of work which was not shown on the original plans nor detailed in the original specifications. We now have an example of this condition at the West Approach to the Ross Island Bridge in Portland. Our plans for this project show foundations resting upon the natural ground. When the excavation for the north half of this job was made, it was found that the soil conditions were such that piling were needed to support the foundations. There were no piling shown on the plans and specifications upon which the contractor bid.

The contractor, Kuckenberg Construction Company, submitted a price for the driving and furnishing of these piling which we considered to be unreasonably high. We told him that we could not approve such prices and that, if no better prices could be submitted, we would do the work under an extra work order in which the contractor is paid his cost plus a percentage set up in the specifications. The contractor denied our authority to direct him to do work on a force account basis. This is the first time in more than twenty years that we have used these same specifications that a contractor has questioned our authority to require doing of work on a force account basis.

Our specifications seem to be reasonably plain concerning the matter. I would refer you particularly to Article 1.4.1 on page 7 of the bridge specifications, which, among other things, contains the following sentence: "This shall be understood to include, in addition to the work specifically called for in the plans and specifications, the performance of such extra, additional, and incidental work as may appear to the engineer to be necessary for the completion of the work contemplated in a substantial, workmanlike, and otherwise satisfactory manner."

In Article 1.4.3 on page 7 the matter of preparing specifications for work not included in the original contract is covered. Again in Articles 1.4.5 and 1.4.6 on page 7, the authority is given the engineer to alter details of construction and the matter of payment for the cost of such additional work is set forth. I would call your particular attention to the first sentence of the second paragraph of Article 1.4.6, which reads: "Extra work will be paid for at unit prices, at a lump sum price, or on a force-account basis, as may be agreed between the contractor and the engineer prior to the commencement of work." The provision that the matter of payment shall be agreed upon between the contractor and the engineer would seem to weaken our position to some extent, as no provision is made for the payment in cases where the contractor and the engineer do not agree.

The detailed instructions for the payment of extra and force account work is given in Article 1.9.5 on pages 22 and 23 of the specifications.

If the contractor is right in questioning our authority to require him to do work on a force account basis, we should immediately do something with our specifications to get such authority. I would like to have an opinion from Mr. Devers on this question so that we will know where we stand.

Very truly yours,

GSPaxson

G. S. Paxson
Bridge Engineer

GSP GM
cc J. M. Devers
S. H. Probert

RECEIVED
MAR 27 [illegible]
FOR FILING

March 26, 1947

Kuckenberg Construction Co.
11104 N.E. Holman
Portland 16, Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2874 which was awarded to you on February 20, 1947, by the State Highway Commission, covering bridges No. 6857 and 6943 (Ramps on West End of Ross Island Bridge), in Multnomah County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

w

Recorded

RECEIVED
APR 10 1947
FOR FILING

41-306(5)

#2674

February 20, 1947

Kuckenberg Construction Co.
11104 Northeast Holman
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for grading, paving and construction of five major reinforced concrete structures on the Front Avenue (Sheridan Street-Bancroft Street) Section of the Pacific Highway West and for widening the west end of Ross Island Bridge on the Front Avenue Project, both in Multnomah County. This award was based on your combination low bid of $986,993.50 submitted on February 4, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

cc - H. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

account of ______________________________ $______

SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

February 20, 1947
3:45 P.M.

Kuckenberg Construction Co.
11104 Northeast Holman
Portland 16, Oregon

State Highway Commission awarded you today contract for grading, paving and structures on the Front Avenue (Sheridan Street-Bancroft Street) Section of Pacific Highway West and for widening the west end of Ross Island Bridge on Front Avenue in Portland, Multnomah County based on your combination low bid submitted February 4, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION
By: H. B. Glaisyer, Secretary

RK:dr
Charge 5001-900
Salem, Oregon

CONFIRMATION

RECEIVED
FEB 21 1947
FOR FILING

[illegible]

DAY LETTER

Portland, Oregon
February 20, 1947.

2874

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REYOURTEL CONCURRENCE IS HEREBY GIVEN IN AWARD TODAY OF CONTRACTS ON OREGON FI-306(5), SHERIDAN STREET - BANCROFT STREET AND ROSS ISLAND BRIDGE PROJECT TO LOW BIDDER KUCKENBERG CONSTRUCTION COMPANY.

T. M. DAVIS

RECEIVED
FEB 21 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 1947
FOR FILING

UI-306 (5)

#2874

February 18, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with your request by telephone, we mailed to you yesterday five copies of revised price analysis for major bid items on the Ross Island Bridge Ramps, Project No. UI-306 (5), which analysis has been corrected to conform with the Portland market prices for cement, aggregates and metal reinforcement, as set forth in the analysis for the roadway contract on this same project.

No change was made in the lumber price for the reason that from the best information available it appears to be the approximate Portland prices.

The price of $55.00 set up for use on our roadway projects is a state-wide average, which takes into consideration price quotations from small mills throughout the state, which are considerably less than the Portland market price.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMH:SM

UI 306-5

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~DISTRICT ONE~~
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

#2874

RECEIVED
MAY 24 1946
FOR FILING

May 15, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the action of the State Highway in the rejection as excessive, the bid received for the Ross Island Bridge Ramps of the Front Avenue Project, Portland, Oregon Project UI-306(5).

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAY 18 1946
OREGON
STATE HIGHWAY COMMISSION

U-194(8) Astoria (Bond St.-Commercial 1947
St. & Taylor Ave.-Astor St.) Sec.,
#2875 Col. River & Oregon Coast Hwy.

RECEIVED
FEB 24
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

U-194(8)

5875

Feb. 23, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

I am assuming that the Commission will approve settlement of the Greenberg damage claim on the basis of the payment of $5500. I want to prepare a form of release to take to the Commission at the next meeting, but to do that, I will need some information which I do not now have. For instance, I want a description of the land that the State owns and on which it made the fill and built the wall, and I would like a description of the Greenberg property. I will try then to prepare the release.

NOTED
W. C. WILLIAMS

Will you have somebody get me the above information.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:FRC

NOTED
W. C. WILLIAMS

Mr. Pease furnished this information c̄ Mr. Devers
2-23-49.

8535
6.35'

5872.4
5875

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

4-94(8)
2875

Feb. 14, 1949

IN REPLY PLEASE
REFER TO FILE

REFERRED TO Mr. Baldock
By Asst. Chief Engineer
for your information

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Will you refer to my letter dated January 21, relative to the subject of damage to the Greenberg building in Astoria.

You will find two bids or proposals, the amounts of which are stated in my letter. One is $6,944.66. The other is $7,235. To the first one, should be added the sum of $380, making that bid $7342.60.

On February 3, I wrote the attorney for Mr. Greenberg, and told him that I could not recommend a settlement on the basis of the cost submitted, but that I would recommend to the Commission a settlement on the basis of $5000. Today, I received a reply from Greenberg's attorney, in which he has offered to settle for $6000.

It may be advisable to accept that figure, but I am still reluctant. I have today written Mr. Swire, who is Greenberg's attorney, and have intimated that if we can get together on the basis of $5500, and that amount is approved by the Engineers, I will recommend it to the Commission. As soon as I hear from him, I will contact you, but in the meantime, I wish you would give this matter some thought.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:FRC

NOTED W. C. WILLIAM
State Highway Engineer

RECEIVED
FEB 1
FOR FILING

11-174(1)

2575

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

February 3, 1949

Mr. Marvin S. W. Swire
Coan & Rosenberg
Pittock Block
Portland, Oregon

Dear Mr. Swire:

The question of damage to the Greenberg building in Astoria is still in the discussion stage. I am frank to say that we are not entirely in accord in the Salem office.

If this controversy could be entirely disposed of by payment on the part of the State of the sum of $5,000.00, I would recommend such settlement and disposition of the controversy, but that is the most I can recommend or approve. It must, however, be definitely understood that I am not admitting liability in any way or obligating the State. This offer and proposal of settlement is purely by way of compromise on my part, and as I have stated can in no way be construed as an admission of liability.

If you care to discuss this with your client and then let me know your answer, I will be glad to take the matter up with the Highway Commission.

Very truly yours,

J. M. DEVERS

JMD:NH

cc - W. C. Williams
N. W. Stiffler
G. S. Paxson

RECEIVED
FEB 9 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

U-194(-1)

2875

Jan. 21, 1949

IN REPLY PLEASE REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Attached, is my file with respect to the Greenberg building in Astoria, and you will note that Mr. Burt's bid for the correction of the damage done is $6,944.66. The bid of Mr. Burgess for the same thing is $7,235.00.

When the opportunity arises, I think we should discuss this matter. I am not able to recommend that much money on the Greenberg building.

Yesterday, I wrote you concerning Mr. Burt's bid, and today Mr. Weber gave me Mr. Burgess' bid, so I am now handing both bids to you.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

Letter from Burgess Const. Co.
Dated Jan. 10. 1949
also Estimate Dec. 15 48
G. A. Weber
Returned to Legal File L-655 45-2.
2-10-49
P.M.

NOTED
W. C. WILLIAMS

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Jan. 20, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

You will recall that there is pending a serious controversy between the State and Mr. Greenberg of Astoria, relative to damage to his building. Our Mr. Weber has been handling a lot of the detail with respect to the controversy, and recently procured from C. B. Burt a bid for which he will do the things named in his written proposal. I am attaching a copy of that bid. You will note the total sum is $6,944.66, or nearly $7,000. I am unable to approve that sum of money, and I think we should at least get another proposal. We must admit, I presume, that we are somewhat at fault, but I think we should not be required to overpay in order to correct the fault.

I am not sure whether this matter should be submitted to you or to Mr. Stiffler. I recall that you sat in on one or two of the conferences, but if the subject is in Mr. Stiffler's field, please refer this statement.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

cc- Mr. W. W. Stiffler

Copy

ALLSTATE CONSTRUCTION CO.

2035 S. E. 82nd Avenue

Portland 16, Oregon

January 9, 1949

Mr. J. M. Devers
State Office Bldg.
Salem, Oregon

Dear Sir:

I received a letter from Joe Webber requesting that I look at a bldg. in Astoria, owned by the Greenberg Furniture Store, and submit a quotation for raising, levelling and repairing to conform with blue prints and specifications enclosed in his letter.

I have inspected the building as requested and submit the following quotations:

Raising and reconstructing Two floors	$3115.00	
Tearing out, rebuilding, plastering, painting, etc.	2575.66	
Total for first two floors	$5690.66	5690.66
Raising ceiling and roof	$ 870.00	1254.00
Repair roof and drains	384.00	
Over all Total	$6944.66	6944.66

The floors need to be raised several inchs more than the amount specified in the prints. This is due no doubt to more settlement after it was checked for the prints.

Upon raising the two floors up to the proper level it is my opinion that it will be quite necessary to raise the ceiling and roof also to have suffieient head room in the balcony.

Yours truly,

Owner (Sgd.) C. B. Burt

1/

RECEIVED
DEC 17 1948
FOR FILING

11-194 (8)

2875

December 16, 1948

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 2875 for work on the Astoria (Bond St-Commercial St.) Section of the Columbia River Highway, in Clatsop County, has been completed by the contractor, Heavy Hauling Co., and that final payment in the amount of $817.93 will be made on or after December 27, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $53,188.39 and that no force account work was performed therein. This contract was completed on May 29, 1948 and accepted by the Commission on June 29, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - United Pacific Insurance Co.
Ed Fearey & Co., Agents
Spexarth Bldg.
Astoria, Oregon

NOTED ON CARD

12-16-48

RECEIVED
FOR FILING
FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1948

SUBJECT: L 288-48-2

To: Mr. R. H. Baldock
State Highway Engineer
Office

Indexed
Alphabetically

NOTED
W. C. WILLIAMS

greenberg [illegible]

Dear Mr. Baldock:

There is pending a controversy between the State and Mr. Greenberg of Astoria involving a claim for damage to his building resulting from the use of the State's property which adjoins the Greenberg property. This matter has been the subject of correspondence between Greenberg's attorneys and this office, and I proposed a conference with the hope of reaching some sort of a fair settlement, but after reading a letter which I have just received from Greenberg's attorneys, I am of the opinion that a conference will accomplish very little, because if I understand their position they are going to discuss a settlement on the theory of a much larger amount than I could justify as a compromise.

I am very fearful that we are in an unhappy position in this matter, for I think our own people admit some delinquencies on our part. I am enclosing a copy of the last letter I have received from Greenberg's attorneys. I have replied to this letter and have told the attorneys that if they propose to talk compromise along the line of the amount they are claiming, that in my opinion a conference is useless, and therefore the next step is litigation.

After you read this letter I wish you would discuss the matter with members of your staff and then I would like a conference with you, for I am sure that we will have to get to meet the situation and our defense may not be a complete defense.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:avh

C
o
p
y

COAN & ROSENBERG
Attorneys at Law
710-716 Pittock Block
Portland, Oregon

November 15, 1948

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Re: Greenberg's Furniture
Store, Astoria, Oregon

Dear Mr. Devers:

While I still await word from you for appointment per last paragraph your letter November 5th, I wish to advise I went to Astoria last week and made a comprehensive investigation.

From this investigation, it is my honest legal opinion that I can establish liability upon the State of Oregon and the State Highway Commission.

Investigation discloses Associated Oil property is upon filled land. Above the natural ground, formerly a beach, is silt approximately three feet deep of very soft texture and, above that, a fill of sand. You constructed a foundation adjoining the Greenberg premises. This foundation did not extend to the natural ground. After the foundation was completed, you added additional fill of common dirt to bring lot to street level. This additional fill placed such weight upon the foundation that same sank as result of the silt giving away. When your foundation sank, it carried with it also the ground below the Greenberg building, and that is what caused the Greenberg building to sink.

Section 2802--Uniform Building Code Astoria--provides that foundations be built upon solid natural ground, and that when not built on solid natural ground, the foundation shall be extended to the natural soil or piles shall be used. You did not extend your foundation to the natural soil and you did not use piles to support the foundation. Had you done so, your foundation would not have sunk and the lateral support of the Greenberg property would have been maintained.

Next, Section 2801 of the same code specifically provides that no excavation for any purpose shall extend to within one foot of the soil of adjoining premises unless the excavator first properly underpins and protects the adjoining property against settlement. Your excavation came to the Greenberg property line and did not reserve the foot required by the code. You were under a duty when you went to the Greenberg line to underpin his property and you failed to do so.

Next, the bearing capacity of your foundation was insufficient to carry the load of the additional fill of natural soil which you placed upon it. This fact was readily ascertainable as it is common knowledge that the premises has a silt fill. Your failure to provide for such allowance may well be judged to be negligence.

Next, although earlier decisions are to the contrary, the recent decisions and particularly one recent Oregon case indicates that depravation of lateral support constitutes the taking of property within the meaning of our constitutional provision guaranteeing against the taking of property without just compensation.

I feel very much strongly about my position and although I welcome the opportunity to review this matter with you to determine whether adjustment can be made upon a reasonable basis, that reasonable basis will now represent a figure bearing some relationship to the real actual damage sustained by Greenberg, taking into account the uncertainty and the expense of litigation.

The cost of raising and adequately supporting the Greenberg property is in excess of the value of the building itself and should I have the opportunity to review this matter with you, as I trust I shall have before I am ready to file action, I will approach the question of damages upon the basis of the actual cost for re-leveling basement, ground floor, ceiling, roof and plastering the cracks occasioned by the drop.

I intend treviewing authorities prior to preparation of complaint and this should not take me in excess of a week or ten days, and I should be ready to file my complaint not in excess of two weeks. If you can arrange for a meeting prior to this time, I shall certainly avail myself of the opportunity of conferring further with you. If it cannot be arranged, I am under instructions to proceed with filing of action, which I propose to do.

Very truly yours,

COAN & ROSENBERG

(Sgd.) Marvin S. W. Swire
MARVIN S. W. SWIRE

MS:pn

RECEIVED

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

October 15, 1948

Coan & Rosenberg, Attorneys
710 Pittock Block
Portland, Oregon

C. WILLIAMS

Re: Greenberg's Furniture
Store, Astoria, Oregon

Gentlemen:

I called for further and more extensive reports with respect to the Greenberg building in Astoria, and after a careful study of information given me it is my opinion that neither the State nor its Highway Commission can be held liable for the damage claimed by Mr. Greenberg.

All of the information given me seems to establish definitely that the settling of the Greenberg building was in no way chargeable to any excavation made by the State or its contractor. Applying the facts, the law, as declared by the Oregon Supreme Court and other courts, seems to support our position with respect to lack of liability.

Unless there are facts and conditions which have not been disclosed to me other than the facts I now have, I shall be impelled to advise the Commission that the damage, if any damage has been done to the Greenberg building, is not chargeable to the State.

Very truly yours,

J. M. DEVERS

JMD:MH

cc - W. C. Williams ✓
G. S. Paxson
R. H. Baldock

EIVED

FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1948

SUBJECT: Baldock

To: Mr. G. S. Paxson
Bridge Engineer
Office

Dear Mr. Paxson:

I have carefully read your letter of October 6 and a copy of Mr. Mars' letter which was attached, both of which have to do with a claim made by Mr. Greenberg of Astoria, through his attorneys, for reimbursement for damage to his building, which damage he says was due to the operations of the State and its contractor. Based on statements made in those letters and on the law as we have interpreted it, I have written to Mr. Greenberg's attorneys and have advised them that in my opinion neither the State nor its Highway Commission is liable for the damage done.

I may not be able to sustain my position in view of some of the facts related in your letter and in Mr. Mars' letter, but I deem it the part of wisdom to take that position at this time.

NOT

In Mr. Mars' letter there is an admission that there was some undermine of the Greenberg foundation chargeable to what we did. In your letter there is the statement that the settlement of the Greenberg building is not due in any way to any undermining of the foundation, but is due to the load of the wall and embankment which was placed on the State's property by the State. There is also the statement that "since the effect of loads fan out to each side, the material under the Greenberg building has also been compressed, allowing the building to settle."

It appears too that from the record we gave Greenberg no notice of our contemplated excavation or wall construction.

The attorneys for Mr. Greenberg have urged, as a basis of their claim, the results of our excavation of materials. That result is denied in Mr. Paxson's letter, so I have denied any liability for the claim, and have made that denial, to some extent at least, on the assumption that the damage is not due to our excavation. I have said nothing to Greenberg's attorneys about the results of the excess weight which we placed on ground owned by the State and adjoining the Greenberg ground.

I am not attempting at this time to say to the Highway Department or its employees that the State is not in any way liable. We, perhaps, can establish as a fact that liability is not due to excavation, but what may be the ultimate consideration if we are called upon to defend against the extra weight which we placed on our property, and which extra weight in its influence extended to the Greenberg property, is an unsettled issue.

I think that when the time and opportunity is available we should have a very serious conference on this matter.

Very truly yours,

J. M. DEVERS

JMD:NH

cc – R. H. Baldock ✓
W. C. Williams

RECEIVED
OCT 22 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

UI-134(8)

2675

Salem, Oregon
February 18, 1948

Cross Referenced To:
[illegible]
[illegible]
[illegible]

SUBJECT:

To: Mr. W. C. Williams,

Office.

Dear Mr. Williams:

I have just held a conference with Mr. Weber concerning the Greenberg building in Astoria and am led to the conclusion that some liability rests on the State, but just how much it is difficult to say.

According to Mr. Weber's findings some development had taken place on private property on the opposite side of the Greenberg building some eight years ago and there are some evidences, according to Mr. Weber's findings, of building disturbances resulting from that development, but it appears that the Greenberg building had become stabilized at the time that the Highway Commission began its operations on the opposite side of the building.

As I understand Mr. Weber's findings, it is possible that as a result of the State's excavations some sand from under the Greenberg building may have escaped causing a vacuum which may have had something to do with the settlement of the Greenberg building. In any event, I am led to believe that what the State did had some influence and contributed to some extent at least to the settlement and the damage involved in the Greenberg claim.

Mr. Greenberg, through his attorneys, is making claim for greater damage than I think the State is liable for, but the extent of liability will depend in large measure upon findings and disclosures resulting from engineering data. Sometime, and that time may be soon, the State will be called upon to settle this claim by negotiation or defend in a lawsuit. I, therefore, recommend that members of the engineering staff and others who have had to do with the highway construction confer and agree with respect to all of the engineering facts or other data. I shall be glad to sit in at such conference.

Yours very truly,

J. M. Devers

JMD:PW

J. M. DEVERS

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1948

SUBJECT:

To: Mr. W. C. Williams,
Office.

Dear Mr. Williams:

Attached is a copy of a letter I received today from Coan & Rosenberg, who represent the Greenburg Furniture Company of Astoria and you will note that they are laying the ground work for greater damage than our people have been able to discover and are likewise laying the ground work for a lawsuit, unless we yield to their demands.

I wrote these attorneys in response to their earlier letter and made some admissions which I would not have made had I had Mr. Paxson's view before I wrote the letter. According to Mr. Paxson the State built a retaining wall and then made its fill against that wall. Under those circumstances I do not believe the State sustained the liability which in my opinion we would sustain had we not supported our fill with our own retaining wall. Anyhow I think we should get all of the facts and then sit down and think this thing over before I do much more writing.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW
Enc.

C
O
P
Y

CO[illegible] & ROSENBERG
Attorneys at Law
710-716 Pittock Block
Portland, Oregon

February 12, 1948

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

Re: Greenburg Furniture Co.
Vs. State Highway Comission

I finally secured a report from my client with respect to the matter contained in your letter of January 23rd.

Permit me to state in advance that I am favorably impressed and appreciate the frankness of your letter and your desire to rectify, in accordance with what you estimate to be only your contingent liability, the damages that have been sustained.

Unfortunately the actual liability is predicated upon opinion of experts and in this particular instance the opinion of your engineer is not in accordance with the opinion of a structual engineer employed by my client after my client received your letter of January 23rd.

My client reports to me he has received the opinion that his building would not have settled at all except for the excavation work by the State's contractor. Moreover, the damages sustained to it can never be completely rectified. The building could never be restored to its previous position prior to settlement. The most that can be accomplished is the arresting of any further settlement of the building and repair of the numerous cracks sustained to it as a result of the settlement.

Your letter of January 23rd proposes that further settlement be arrested by wedging. This, if done in accordance with specifications approved by my client's structural advisors, is satisfactory as to that.

However, there remains the question of damages consisting of the numerous cracks and deterioration in the building itself. I do not have an accurate estimate as to this, but my best opinion is that such damages would run between nine and twelve thousand dollars.

I sincerely hope that we will be able to reach some kind of adjustment embracing both the arresting of further settlement and paying of such compensation as will reasonably cover damages sustained to the building. Since your letter of January 23rd proposes only the arresting of further settlement which, as herein indicated, is unsatisfactory to our client because it does not cover the damages sustained to it, I wish you would take this matter up further with the state engineer and the commission and thereupon advise me whether you are willing to discuss compensation for damages. If you are I will then get an accurate estimate of such damages and present the same to you.

Very truly yours,

COAN & ROSENBERG

Marvin S. W. Swire (Signed)

MARVIN S. W. SWIRE

MS:1

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 23, 1948

Coan & Rosenberg,
Attorneys at Law,
710 Pittock Block,
Portland, Oregon.

NOTED
W. C. WILLIAMS

Gentlemen:

With respect to the claim made by M. J. and J. A. Greenberg of Astoria predicated upon damage to their building caused, as they claim, in connection with the State's contractor's work, I advised you that I had asked the engineers to make an inspection and examination of the property and the facts upon which the claim is predicated, and today I received a report and recommendation from the Engineer.

Like all matters of this kind there is uncertainty as to whether or not the State's contractor is liable or whether or not the work done by the State's contractor pursuant to orders of the Commission contributed to or caused the settlement of the building. As I say there is question. One group of engineers or building architects might reach one conclusion, while others would reach a different conclusion. As you know it is such differences of opinion that lay the ground work for lawsuits.

Since there is a question the Engineer has suggested that I discuss with you some adjustment which we can agree upon without resorting to litigation. Therefore, without admitting liability and purely for the purpose of discussing and arriving at some sort of a compromise settlement, I am going to present to you a proposition on the assumption that there is at least some liability resting upon the State's contractor, and we must admit that if there is any liability on him he could pass it to the State, for his work was done under the supervision of the Engineer.

Our building expert, after a thorough inspection of the premises, is of the opinion that the conditions before anything was done by the State or its contractor were not permanently of such character as to prevent some settlement had nothing been done by the State at all, but it is also his thought that what the State did perhaps accelerated settlement so that the degree of settlement became more noticeable and was of greater speed than was the settlement which has been gradually and slowly progressing. With that in mind the building architect attempted to work out a solution which will overcome anything the State did and at least check the forces and conditions which have accelerated a movement which has been in process but too slow to be noticeable.

He suggests, therefore, that the building settlement be taken care of by wedging up the posts in the basement in such manner as to overcome whatever settlement has been caused or contributed to by the State. He says that that work will not only overcome what the State's work has done, but will protect Mr. Greenberg against further settlement which has been slowly progressing and could well have become more rapid had the State done nothing at all.

It is estimated by our Mr. Weber that to do the work which he proposes would cost approximately $3,500. It is the opinion of our building expert that there is no immediate danger of further or more rapid settlement or a total collapse of the building.

If we can reach some kind of an adjustment along this basis, then we can determine how the repair work should be done, whether it be done by contract or whether we get an independent estimate, and then accept the estimate and enter into an agreement with Mr. Greenberg which will obligate the State to pay whatever amount is agreed upon, and will obligate Mr. Greenberg and his associates to relieve the State and its contractor and the members of the Highway Commission from any further or future liability.

I shall be glad to hear from you.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. C. Williams ✓
J. A. Weber
F. D. Eason

RECEIVED
SEP - 9 1948
FOR FILING

4-194 (8)

2875

September 8, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Heavy Hauling Company on contract No. 2875, covering grading and paving on the Astoria (Bond St.-Commercial St.) Section of the Columbia River in Clatsop County. This payment, in the amount of $975.27, will be made on or after September 16, 1948. The retained percentage is $797.52.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ed Fearey & Co., Agent
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

9-8-48, gl

140

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SEP - 1 1948
FOR FILING

11 - 194 (8)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 30, 1948

SUBJECT: Retaining Wall at the Greenberg Building at Astoria

To: Mr. L. D. Mars
Resident Engineer
State Highway Department
Nehalem, Oregon

C. WILLIAM

Dear Sir:

The attorneys for Mr. Greenberg have cited sections of the Astoria Building Code which make it important that we know the relative elevation of the foundations of the Greenberg Building and of our retaining wall at Astoria.

I am told that you have the construction notes with you yet, and I am asking that you show me a profile along the retaining wall and the Greenberg Building which shows the elevation of the ground at which we started excavation, the elevations of the footings of the Greenberg Building as they were uncovered by our excavations, and the elevations of the footings of the retaining wall. This profile should also show the elevation of the street grade at each end of the retaining wall.

Very truly yours,

C. S. Paxson
Bridge Engineer

CSP/ds

cc F. D. Eason
J. M. Devers
W. C. Williams ✓

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C[illegible]ING

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[illegible] 75

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTE
W C. WILLIAM

Dear Mr. Williams:

You will recall that there is a controversy pending between the law firm of Coan & Rosenberg of Portland and the Highway Commission, concerning a claim made by Greenberg of Astoria, for alleged damage to his building, which he charges to the activities of the Highway Commission. I addressed a letter to these two Scotch gentlemen in which I asked for the legal grounds upon which they predicate their claim, and I received a reply today. I am enclosing a copy of that reply with the request, and urgent recommendation, that from an engineering and structural standpoint the matters set out in this letter be closely examined so that we may know just what our defense may be.

We have been trying to build up a defense predicated on the legal principle that we are only responsible for lateral support for adjoining land in its natural condition and without buildings thereon, but you can see that in this letter they raise a different issue and claim that we are failing to comply with the Astoria Building Code.

I will appreciate it if the matters as set up in this letter can be examined and a report made to me at an early date because the attorneys are now crowding me for an answer.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH
Enc.

cc - W. W. Stiffler

COAN & ROSENBERG

710-716 Pittock Block
Portland, Oregon
August 26, 1948

C
O
P
Y

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

In reply to your letter of August 19, 1948, I invite your attention to the Uniform Building Code of the City of Astoria, 1946 Edition, Part VII, Chapter 28, section 2801 which reads in part as follows:

> "Excavations for buildings and excavations accessory thereto shall be protected and guarded against danger to life and property. Permanent excavations shall have retaining walls of masonry or concrete of sufficient strength to retain the embankment together with any surcharged loads. No excavation for any purpose shall extend within one foot (1') of the angle of repose or natural slope of the soil under any footing or foundation, unless such footing or foundation is first properly underpinned or protected against settlement.
>
> "Any person making or causing an excavation to be made to a depth of twelve feet (12'), or less, below the grade, shall protect the excavation so that the soil of adjoining property will not cave in or settle, but shall not be liable for the expense of underpinning or extending the foundation of buildings on adjoining properties where his excavation is not in excess of twelve (12') in depth. Before commencing the excavation the person making or causing the excavation to be made shall notify in writing the owners of adjoining buildings not less than 10 days before such excavation is to be made that the excavation is to be made and that the adjoining buildings should be protected. The owners of the adjoining properties shall be given access to the excavation for the purpose of protecting such adjoining buildings."

I am advised you made excavation of less than twelve feet without providing protection against settling or caving in of the soil of the Greenberg property, contrary to the provisions of the ordinance above quoted.

I am further advised that no written notification of proposed excavation was given my clients, M. J. Greenberg and Jerry Greenberg, as required by said city ordinance.

[illegible]
[illegible]

Further, and subject to confirmation, it is my understanding that the excavation was within one foot of the soil under the footing and foundation of my client's property in which event you would be required under the provisions of the above ordinance to properly underpin and protect the same against settlement which, of course, was not done.

Recitation of the foregoing violations is not to be construed as a waiver or estoppel on my part to assert additional violations which my investigation may disclose.

It is my present opinion that liability, if any, will have to be predicated upon the provisions of the city ordinance of Astoria but again, the foregoing statement is not to be construed as a binding statement.

I am extremely anxious to expedite this matter, either by settlement or by filing of action and I will deeply appreciate your either arranging for conference at an early date or advising me definitely that you deny liability so that I can get a suit started.

Very truly yours,

COAN & ROSENBERG

(s) Marvin S. W. Swire

MARVIN S. W. SWIRE

MS:1

RECEIVED
JUL 23 1948
FOR FILING

U-194 (8)

July 23, 1948

Mr. J. M. Devers

In response to your communication of July 19, relative to the Greenberg Furniture Building at Astoria, advise that I will be glad to have a conference with you and the owner of the building at such time as you designate. Please let me know a few days in advance so that I can have the proper people at the conference.

R. H. Baldock

RHB:hl

FORM E-30 25M 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1948

SUBJECT: Greenberg Furniture
Building at Astoria

To:
Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

You know of the controversy concerning the Greenberg Building at Astoria. The owner of the building is seeking to recover damage from the State Highway Commission, claiming that the damage was caused by our work.

A few days ago the attorney for Greenberg was in the office and inquired as to whether or not we are willing to confer with the idea of determining whether or not a compromise settlement can be reached. I told him that it has never been our policy to refuse to discuss settlements on the basis of a compromise, and so far as I am concerned, I think we should meet and confer, and then if we fail to agree and litigation follows, our discussions at the conference cannot be used for or against either side. If you agree with me on the advisability of holding a conference, please let me know and I will get in touch with the attorney on the other side.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:avh

RECEIVED
JUL 13 1948
FOR FILING

U-194(8)

3075

July 8, 1948

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: A. O. Stuberg

Gentlemen:

We have today received your letter dated July 6 to which was attached the copy of your letter of June 30 which stated in brief your consent to the payment to Heavy Hauling Company under contract No. 3075 the amount of $8,485.51 which reduces the retained percentage to three percent.

We thank you for your cooperation and the information will be passed on to the Chief Accountant.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - United Pacific Insurance Co.
Medical Arts Building
Tacoma 1, Washington

Mr. M. H. Hawke

Mr. Hawke: The amount stated above may be released.

H.B.G.

NOTED ON CARD

Noted

Noted on card

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA, WASHINGTON
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

July 6, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Contract #2875 Heavy Hauling Company
Bond #76077

Gentlemen:

Thank you for your letter of June 30. So that the making of the payment contemplated to the Heavy Hauling Company on July 1, 1948, will not be further delayed, we enclose you confirmation of our letter of June 30, 1948, to you.

Very truly yours,

A. O. Stuberg, Manager
Fidelity and Surety Department

AOS:lg
Enc.

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JUL 7 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
[illegible]

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

June 30, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. G. Glaisyer

Gentlemen:

The United Pacific Insurance Company, surety on the performance of the Heavy Hauling Company of Astoria, Oregon, on its contract No. 2875 with the Oregon State Highway Commission, consents to the payment to the contractor at this time, the sum of $8,485.51, reducing the retaining percentage to 3% of the total amount earned by the contractor.

Very truly yours

A. O. Stuberg

A. O. Stuberg, Manager
Fidelity and Surety Department

AOS:lg

NOTED ON CARD

[illegible]

Salem, Oregon
July 1, 1948

Mr. Malcolm H. Hawke

Attention: Miss Wicklander

Attached is a copy of a letter that I have just received from United Pacific Insurance Company whereby the company releases payment of $8,485.51 to Heavy Hauling Company of Astoria in connection with its contract No. 2875 with the Highway Commission.

You are now at liberty to release the above-mentioned payment.

Secretary

MBG:ec
Enc.
cc - Mr. Floyd Query

Please make a note of this on the card.

NOTED ON CARD
7-1-48 GS

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

June 30, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. G. Glaisyer

Gentlemen:

The United Pacific Insurance Company, surety on the performance of the Heavy Hauling Company of Astoria, Oregon, on its contract No. 2875 with the Oregon State Highway Commission, consents to the payment to the contractor at this time, the sum of $8,485.51, reducing the retaining percentage to 3% of the total amount earned by the contractor.

Very truly yours,

A. G. Stuberg, Manager
Fidelity and Surety Department

AOS:lg

NOTE TO [illegible]
DATE 7-1

RECEIVED
JUL 1 1948
OREGON
STATE HIGHWAY COMMISSION

June 30, 1948

United Pacific Insurance Company
[illegible] Board of Trade Building
Portland 4, Oregon

Attn: Mr. A. O. Stuberg, Manager
Fidelity and Surety Department

Gentlemen:

In your letter of June [illegible], 1948, which has been brought to my attention this morning, I note your request that the payment contemplated to Henry Hauling Company on July 1, 1948, in connection with Contract No. [illegible], for grading and paving the Astoria Section of the Columbia River Highway, be held up pending your consent as surety on bond furnished in connection with this job.

We shall be pleased to comply with your request. Our Auditing Department has been so instructed today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc-Mr. H. E. Hanke
Attn: Miss Wicklander
Mr. F. A. Geary

Mr. Hanke: Attached is copy of letter received from the United Pacific Insurance Company, the original of which I have retained for filing purposes. Please hold up payment as requested. This confirms my oral instructions to Miss Wicklander.

[illegible]

NOTED ON CARD

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

June 25, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. G. Glaisyer, Secretary

Gentlemen:

In reply to your letter of June 21, 1948 stating that it is the intention of the State Highway Commission to release to the Heavy Hauling Company a portion of funds that have been retained by the Commission in connection with Contract No. 2875 for the grading and paving on the Astoria (Bond St.-Commercial St.) Section of the Columbia River Highway, in Clatsop County, upon which contract United Pacific Insurance Company is surety in the sum of $49,921.53.

We have written an inquiry to the Heavy Hauling Company regarding the status if any accounts for labor or materials incurred in the performance of the work remain unpaid. We expect to hear from the contractor in a few days whereupon we will immediately write you. In the meantime and until we do write you our consent please do not release the amount of funds stated in your letter.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

A. O. Stuberg, Manager
Fidelity and Surety Department

AOS:hp

Phoned Mr. Wecklauch 6/30/48 8:30 A.M. to hold up payment referred to herein until further notified by this office. HBG

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
6-30-48

RECEIVED
JUN 28 1948
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

RECEIVED
JUN 23 1948
FOR FILING

4-194 (8)

2875

June 21, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Heavy Hauling Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2875 for grading and paving on the Astoria (Bond St.-Commercial St.) Section of the Columbia River Highway, in Clatsop County. This payment, in the amount of $8,485.51, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,589.54. The present payment to the contractor will be made on or after July 2, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-21-48

cc: Ed Fearey & Co.
627 Board of trade Bldg.
Portland, Oregon

RECEIVED
JUN 14 1948
FOR FILING

U-194(8)

#2875

June 8, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on May 29, 1948 on Contract Number 2875, Astoria (Bond St.-Commercial St.) Section in connection with Federal Aid Project Number U-194 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong

DBP:nd

Form E-1—8M—4-47

[illegible]

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 29, 1948, 19

Section Astoria (Bond-Commercial)

Kind of work Grading & Paving

Highway Columbia River

Section prefix S-1052

Contractor Heavy Hauling Co.

Contract number ~~2275~~ 2875

Date of contract Febfuary 28, 1947, 19

Date of completion August 30, 1947, 19

Date work started March 6, 1947, 19

Estimated date of completion , 19

Amount of contract $ 54,915.12

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 51,917.88

Per cent of contract completed, based on total contract price %

Engineering cost to date, $6800.00, %

Date project was completed May 29, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor resumed work on that project Monday when he placed the fine rock on the unpaved section between 15th and 16th Sts. Tuesday they laid the base course and Wednesday completed the top on this section and started the resurfacing of the section from 17th to 21th. This was completed Friday night eccept for a littile patching wich will be completed earlie Saturday morning. Mr Arcibald was on the job Thursday and Friday and had the skgns in place and the section was opened to traffic Friday

Mr Mason was over the job on Thursday.

NOTED
H. W. LIBBY

RECEIVED
1 1948
OFFICE OF

RECEIVED
JUN - 1 1948
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
E. A. PEASE

Signed L. D. Mar

Address

NOTED
M.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Showers		
Friday	Cloudy		
Saturday	Cloudy		

STATE PRINTING DEPT.

Mr. Baldock

RECEIVED
APR 16 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 15, 1948

11-194 (8)

2275

Coan & Rosenberg
Attorneys at Law
710 Pittock Block
Portland, Oregon

NOTED
State Highway Engineer

Attention: Mr. Marvin S. W. Swire

Gentlemen:

Our engineers have made a very thorough investigation of the conditions which attend and surround the damage to the Greenberg Furniture Store Building in Astoria.

We have just had a conference and have gone thoroughly into all of the facts and factors, and it is my opinion as a result of that conference and after studying the reports made by the engineers that neither the State nor the State's contractor is liable to the owners of the building for the damage claimed, and, therefore, speaking for the Highway Commission, the claim is denied.

Yours very truly,

NOTED
W. C. WILLIAMS

J. M. DEVERS

JMD:avh
cc - W. C. Williams ✓
G. S. Paxson

NOTED

RECEIVED
APR 1
FOR FILING

36-194 (8)

2875

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1948

SUBJECT:

To: Mr. W. W. Stiffler
Assistant Highway Engineer
Office

Mr. G. S. Paxson
Bridge Engineer
Office

NOTED
W. C. WILLIAMS

Gentlemen:

You will recall that the Highway Commission has been threatened with a court action predicated upon damage to the Greenberg building in Astoria, the cause of which damage is charged to things done by the Commission or its contractor.

Sometime ago I wrote the attorneys and told them I was studying the matter and that the whole thing was being thoroughly investigated by the engineers, and as soon as we had all of the necessary facts, I would write these attorneys and either admit or deny any liability.

Today I have received a letter from the attorneys in which they say they think that time enough has been allowed and they claim that their interests are jeopardized by further delay. May I request that all of the necessary facts upon which we may rely for defense be assembled and then let us get together and formulate our reply to these attorneys.

Yours very truly,

JMDevers
J. M. DEVERS

JMD:avh

NOTED
W. W. STIFFLER

RECEIVED
MAR 5
FOR FILING

FORM S-128X 10M 11-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

1-194(8)

February 27, 1948

L 288

Coan & Rosenberg,
Attorneys at Law,
710 Pittock Block,
Portland, Oregon.

Gentlemen:

Based upon information which I have recently acquired with respect to the claim of the Greenberg Furniture Company in Astoria I am definitely led to the conclusion that I too quickly assumed liability on the part of the State. This later information which I am examining has led me to request our engineers to give further study to certain elements associated with this claim and give me the results of those studies so that I may analyze them before we agree upon a conference date to discuss the entire subject.

I hope to be able to write you further before long.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. C. Williams
G. S. Paxson

RECEIVED
JAN 22 1948
FOR FILING

72-194(2)

2875

Cross Referenced To
Adm.
Insurance
Prop. Damage

Salem, Oregon
January 20, 1948

Greenberg Furniture Building,
Astoria

Mr. J. M. Devers

As per your request, I directed Joe Weber to make an inspection of the two buildings housing the Greenberg Furniture Store on Commercial Street near 15th Street in Astoria, Oregon.

While evidently some settlement had taken place in the building before our construction started, and there is physical evidence to sustain this assertion, it is probably true that the construction work performed by the state highway contractor accelerated the settlement and primarily was the cause of the recent opening of the cracks and settlement in the building now manifest.

Mr. Weber estimates that the cost of the work might run as much as $3,500 and he suggests that arrangements be made with Mr. Greenberg to have his contractor make the necessary repairs and the State to pay the bill. Mr. Weber believes that any additional settlement can be taken care of by wedging up the posts in the basement, and such repairs should not only make Mr. Greenberg whole for any acts of the Highway Department but likewise rectify conditions which caused previous settlement.

I would suggest, if you agree to this procedure, that a contract be drawn saving the State harmless from further damage afterward on the assumption that the repairs will be made and the State will pay the bill.

While Mr. Weber does not believe there is any immediate danger of further settlement and none of total collapse, it would probably be well to make the repairs as speedily as possible and I would so recommend.

Your file is returned herewith.

R. H. Baldock

RHB:hi
Encl.
cc: W. C. Williams
    Jos. A. Weber

FORM E-90 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1948

SUBJECT: Greenberg Furniture Bldg.
Astoria, Oregon

To:

Mr. R. H. Baldock

As per your instructions through Mr. W. C. Williams, Assistant State Highway Engineer, I made an inspection of the two buildings housing the Greenberg Furniture Store on Commercial Street near 15th Street in Astoria, Oregon, on January 13, 1948, in company with Mr. Mars, Resident Engineer.

Mr. Greenberg, Sr. was very cooperative in pointing out the damage done so far and greatly worried about the possibility of the building's being condemned as unsafe by the City. I tried to assure him that up to now the building showed no dangerous cracks and what damage has resulted from the settlement can be repaired.

The inspection showed the following defects:

1. A small crack in the brick facing of the front wall which crack has been plastered .
2. A small crack in the low concrete wall under the plate glass windows, also plastered.
3. The concrete floor in the basement has developed some cracks in the northeast corner where most of the settlement occurs. These cracks were in evidence on a previous inspection as small hair cracks but have opened up to 1/4" on account of settlement.
4. As the building has both settled and tilted, the joists, both floor and roof and balcony, have pulled away from the walls and if this movement continues, the joists might slip completely off the bearing ledge and begin to go down. In such a case additional support, independent of the wall, would have to be provided both in the basement and on the first floor.

   Extra posts and girders have already been installed by the owner to support the balcony joists.

There are two buildings, each one story and basement, of reinforced concrete construction but built at different times and connected into one store. The easterly 50-foot building was built first and is a complete unit - that is, four outside walls. The westerly 50-foot building, built later on, has only three walls, the west wall of the first building being used to carry the joists of both buildings. The easterly 50-feet is now settling unevenly and pulling away from the western half causing the separation and cracks at the floor and roof levels, which separation is as much as three inches at some points. The roof covering is completely broken the full length of the building.

There are no records available of any previous settlement before we started taking readings on June 30, 1947. However, the small cracks on the front wall are undoubtedly old cracks which have simply opened up by later movement. This settlement also shows that there can be no piling under the building and Mr. Mars states that when the excavation was made for the toe of the retaining wall on the adjoining lot there was no indication of any footing under the walls. This may be the case as these eight-inch walls are probably just curtain walls between the columns and the columns no doubt have footings under them.

On my previous inspection in July, 1947, the rear corner of the building was practically plumb, as sighted with an instrument, while now it hangs over to the east about 7/8 inches in a height of 30 feet, showing a probable tilt to the east. However, there is no binding at the top of the retaining wall adjoining the 1/2 inch expansion material and Mr. Mars and myself could slide our rules between the mastic and the building, showing an average 1/8 inch opening. This might indicate that the retaining wall is also tilting slightly.

Readings taken since June 30, 1947 show as follows:

S.E. corner of building a point on the sidewalk - 0.07' = 7/8"
S. E. corner of building top of new retaining wall - 0.18' = 2 1/8"
N.E. corner of building plug in building wall - 0.30' = 3 5/8"
N. wall of building sill of basement window - 0.33' = 4"

There is no settlement noticeable on the other corners of this building nor on the adjoining building. The settlement on the northeast corner has been at a steady but decreasing rate, being about 1/2 inch per month the first two months since July, 1947, and decreasing to 1/4 inch per month up to December, 1947.

This would indicate that the building is gradually being stabilized and will eventually stop moving.

Readings will be continued until no more movement is discernable.

REMEDY:

There is no practical way to get under the walls and shore them up and underpin them with concrete footing. But, since the walls are intact and show no breaks or cracks, there is no need for any work to be done on them as they are perfectly safe even in that tilted condition.

However, the floor and roof joists should be shored up and supports provided for same. This can be done by placing a row of posts and girders on sills on the concrete floor in the basement and the same arrangement on the first floor. Any future slight settlement could then be easily corrected with wedges. The separation cracks, in one spot three inches wide, would then be covered with a molding and the wall decoration restored. This shoreing up would be required along two of the side walls, a combined distance of 160 feet on both the first floor and the basement. The work could be done with little interruption to business, and the crack in the roof can be covered with a copper expansion joint and sealed over with roofing and made watertight. The cost of this repair work can be definitely determined through estimates from local contractors, but in my estimation it should not exceed $3,500.00.

CAUSE of the settlement is problematical.

There is clear evidence that some settlement has been going on long before any work was done on the vacant lot. This is shown by the crack in the concrete wall under the plate glass window, by a crack in sidewalk along front of the building. This crack had previously been sealed with asphalt. The recent movement has simply opened up these old cracks. But in the rear of the building, in the corner where they adjoin, there has been a one-inch opening from the roof to the foundation. This had been plastered over and later painted over. The chunks of mortar are still adhering to the westerly building and, of course, have separated and opened up on this building.

See my report of July 9, 1947.

Mr. Greenberg, the owner, of course assumes that the weight of the 11-foot fill and retaining wall caused this additional settlement and since this condition has been clearly aggravated only since July, 1947, or after this work was done, his assumption may be as logical as any to the contrary.

In the absence of any recorded measurements before July, 1947, and without any knowledge of the ground conditions under the building, I am unable to reach a definite conclusion as to the cause of this movement.

While examining the sag in the floor at the northeast corner, I noticed a large stock of rolls of linoleum stacked in this corner. Mr. Green berg hunted up the invoices to get the weight of these various rolls. They average 200 pounds per roll. We counted the equivalent of 30 full rolls - 6,000 pounds. At a roll diameter of 12 to 14 inches, this would make a load of 200 pounds per square foot, which is considered an over load for stores for light goods.

I advised Mr. Greenberg to move this linoleum to some other part of the store and, if possible, to spread it out over a larger floor space for his own protection.

Jos. A. Weber

Joseph A. Weber

cc - J. M. Devers
W. C. Williams

FORM B-65 ...

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1948

SUBJECT:

To: Mr. R. H. Baldock,
Office.

Dear Mr. Baldock:

Some days ago, you will recall, I reported a claim made by Coan & Rosenberg on behalf of the Greenbergs of Astoria, who claim that their building has been damaged in connection with our construction work. I acknowledged receipt of the attorneys' letter and told them that we were giving the matter our attention.

I now have another letter, copy of which I am enclosing, and I urge that something be done immediately to determine whether or not the settling of the building is due to our operations, and, if it is, then some remedy should be found at once before the damage becomes greater. If in any way our contractor is responsible it should be called to his attention at once.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

P. S. Mr. Baldock took entire Legal Department file on this subject today.

RECEIVED
JAN 19 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

1-194(8)

#2825

Jan. 12, 1948

W. C. Williams

Mr. F. D. Eason, Division Engineer
State Highway Commission
Office

Dear Mr. Eason: Re: Greenberg Furniture Store,
Astoria, Astoria-Commercial
Street Project.

As you probably know, demand has been made upon the Commission, along with the contractor and the Bonding Company, by Greenberg on account of damages to his building arising out of our construction.

It is my understanding that our Resident Engineer, Mr. Mars, has been taking weekly readings as to the possible movement of the Greenberg building in relation to our retaining wall. It is imperative that these readings be continued. I would also suggest that if any movement out of the ordinary takes place, that we have him take pictures and also use a plumb line and keep himself well advised as to the march of events and the direction of the movement of the building.

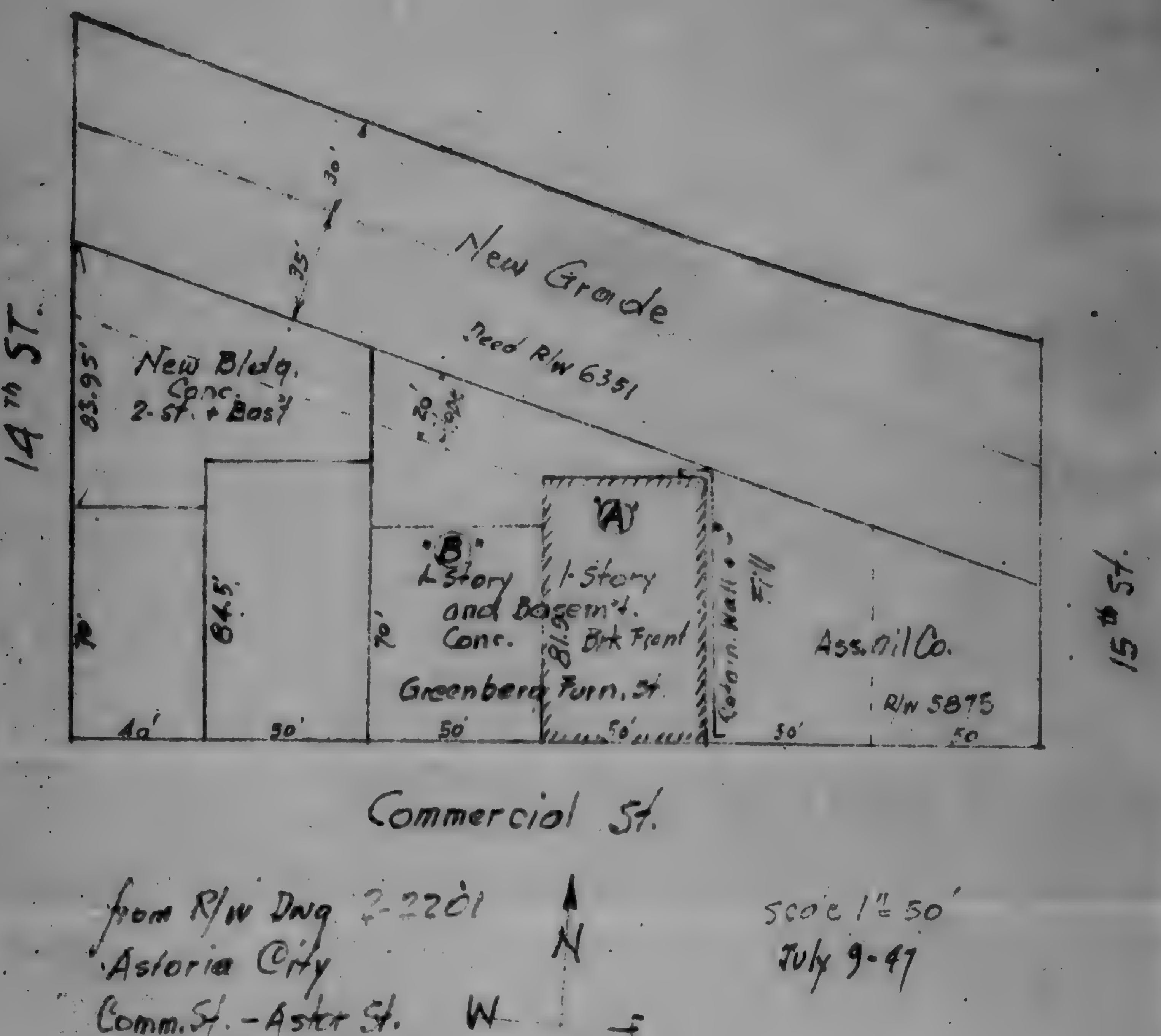
In the earlier examination of this matter, there was some indication that the moving of Greenberg's building may be precipitated by the construction of the new garage building to the west. In any event, we want to keep ourselves thoroughly advised as to any developments.

Yours very truly,

GWN:FRC

J. M. DEVERS
By
G. W. NEUNER
Assistant Counsel

cc- Mr. H. G. Smith
Mr. W. S. Williams ✓



from R/W Dwg. 2-2201
Astoria City
Comm. St. - Astor St.

Scale 1" = 50'
July 9-47

RECEIVED
JAN 20 1948
FOR FILING

96-18 F (8)

Salem, Oregon
January 15, 1948

Greenberg Furniture Bldg.
Astoria, Oregon

Mr. R. H. Baldock

As per your instructions through Mr. W. C. Williams, Assistant State Highway Engineer, I made an inspection of the two buildings housing the Greenberg Furniture Store on Commercial Street near 15th Street in Astoria, Oregon, on January 13, 1948, in company with Mr. Mars, Resident Engineer.

Mr. Greenberg, Sr. was very cooperative in pointing out the damage done so far and greatly worried about the possibility of the building's being condemned as unsafe by the City. I tried to assure him that up to now the building showed no dangerous cracks and what damage has resulted from the settlement can be repaired.

The inspection showed the following defects:

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REMEDY:

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I advised Mr. Greenberg to move this linoleum to some other part of the store and, if possible, to spread it out over a larger floor space for his own protection.

Joseph A. Weber

cc - J. M. Devers
W. C. Williams

RECEIVED
DEC 8 1947
FOR FILING

11-194 '21

December 4, 1947

Heavy Hauling Co.
Route 3, Box 134
Asteria
Oregon

Gentlemen:

The State Highway Commission at its meeting on November 25, 1947 had under discussion your request for an extension of time of 303 days, from August 31, 1947 to June 30, 1948, within which to complete your contract No. 2875 for the Asteria (Bond St.-Commercial St.) Section of the Columbia River Highway, in Clatsop County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason

POSTED ON CARD
12-4-47

RECEIVED
NOV 12 1947
FOR FILING

31-171(1)

November 10, 1947

Oregon State Highway Commission

Gentlemen:

Enclosed herewith is a request of the Heavy Hauling Company for an extension of time from August 31, 1947 to June 30, 1948, on the Astoria (Bond Street-Commercial Street) Section of the Columbia River Highway, Contract No. 2875.

Completion of this contract was dependent on the removal of an Associated Oil Company service station which was on the right of way, and which has not yet been completely removed. Because of this fact, the contractor will not be able to complete his paving during the winter months, and it will be necessary for him to return to the project next spring.

The contractor has made every effort to complete this project, and it is through no fault of his that the right of way was not made available to him, and, therefore, I recommend that the extension be granted without penalty.

This extension is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
OCT 30 1947
FOR FILING
[illegible]

October 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2875, Astoria (Bond Street-Commercial Street Section) of the Columbia River Highway, U 194 (8) from October 31, 1947 to June 30, 1948, to the Heavy Hauling Company, contractor.

The contractor was delayed on this project by failure of the Associated Oil Company to complete their facilities and remove their old service station from the roadbed section. The possibility of suitable weather for completion of the pavement this year is very doubtful, and I would, therefore, recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

7-46

COMMISSIONERS
. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
AUG 25 1947
FOR FILING

August 20, 1947

61-194 (8)

#2875

5876

Mr. R. M. Adams, Manager
Tide Water Associated Oil Company
79 New Montgomery Street
San Francisco, 20, California

Dear Mr. Adams:

Reference is made to your letter of August fourteenth regarding your station at Fifteenth and Commercial Streets in Astoria.

It is appreciated that the negotiations with your Company were very satisfactory, and it is hoped that your further cooperation will permit the completion of the Astoria Project, including the relocation of your service station facilities, without further delay to either youror the State's contractors.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:avh
cc - W. C. Williams ✓
H. G. Smith
F. D. Eason
L. D. Mars

Noted
WCW

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
~~XXXXXXXXXXXX~~
PORTLAND 8, OREGON

RECEIVED
JUL 23 1947
FOR FILING

July 3, 1947

U-194 (8)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon U-194(8)
Astoria (Bond St.-Commercial St.)
Section of Columbia River Hwy.

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

State Oregon WA8pr 7273

Project No. [illegible]

Federal Aid Urban

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a project statement, which was approved on the 11th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of September, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-five thousand four hundred and 00/100 dollars ($25,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 76+00 on Bond Street approximately 167.5' west of its intersection with 14th Street and survey station 181+45 on Commercial Street approximately 161' east of its intersection with 20th Street, without exception, all in the City of Astoria, length [illegible] miles, in Clatsop County, being Oregon Federal Aid Urban project No. U-[illegible](2), consisting of [illegible] miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-five thousand four hundred and 00/100 dollars ($25,400.00), which does not exceed the authorized Federal pro rata share of forty-four thousand four hundred and [illegible]/100 dollars ($[illegible]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter [illegible], Laws [illegible]

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 122

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

H B Glaisyer

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schoupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11370-2

RECEIVED
★ JUL 1 1947 ★
OREGON DISTRICT

C
O
P
Y

HEAVY HAULING COMPANY

Astoria, Oregon

May 20, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: R. H. Baldock
State Highway Engineer

Gentlemen:

With reference to your letter of April 14, 1947 regarding Contract No. 2875, unit price for Item 4, Removal of Pavement, please consider this our consent to changing the contract schedule of prices for Item 4 of Contract No. 2875 from the $7.67 per sq. yd. figure to $0.767 per sq. yd.

Very truly yours,

HEAVY HAULING COMPANY

By (Sgd.) A. F. Koppisch
Partner-Manager

AFK:JS

RECEIVED
MAY 26 1947
FOR FILING

U-194 (8)

May 17, 1947

Heavy Hauling Company, Contractors
Route 3, Box 134
Astoria, Oregon

Gentlemen:

On April 14th we wrote to you requesting your consent to the correction of a typographical error in the schedule of contract prices in your contract for grading and paving work on the Astoria (Bond Street-Commercial Street) Section, Contract No. 2875.

If you have replied to the letter referred to, your reply has gone astray.

Please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:SM

RECEIVED
JUN 11 1947
FOR FILING

U 194 (8)

May 2, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Astoria (Bond Street-Commercial Street) Section, Project No. U-194 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

JW:lh

Encl.

Oregon State Highway Department

Federal Aid Project
No. U-194 (8)

ASTORIA (BOND ST.-COMMERCIAL ST.) SECTION
OF THE COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 15, 1947

44' Asphaltic Concrete Pavement (Sta. 76+00 to 77+95) (Sta. 84+15 to 89+00)

All Required		Clearing and Grubbing (2%)		$ 74.75
10	cu. yds.	Structural Excavation, Unclassified	$ 6.33	63.30
40	lin. ft.	8" Sewer Pipe	1.32	52.80
40	lin. ft.	Extra for Installing Pipe Under Pavement	1.90	76.00
1	only	Adjusting Manholes	17.25	17.25
140	tons	Class "B" Asphaltic Concrete	10.06	1,408.40
			Subtotal	$ 1,692.50
			10% Engr. & Cont.	169.25
			Total	$ 1,861.75
		Length	0.129 mile	
		Cost per mile	$14,432.17	

50' Asphaltic Concrete Pavement (Sta. 77+95 to 84+15)

All Required		Clearing and Grubbing (2%)		$ 69.00
300	sq. yds.	Removal of Pavement	$ 0.767	230.10
530	sq. yds.	Removal of Walks	0.92	487.60
260	lin. ft.	Removal of Curbs	0.52	135.20
4	only	Removal of Catch Basins	20.13	80.52
220	lin. ft.	Cutting Curb	0.52	114.40
150	cu. yds.	Structural Excavation, Unclassified	6.33	949.50
6,600	cu. yds.	Embankment in Place	0.90	5,940.00
110	lin. ft.	8" Sewer Pipe	1.32	145.20
1	only	Adjusting Manholes	17.25	17.25
6	only	Concrete Catch Basins	34.50	207.00
1,250	lin. ft.	Concrete Curb and Gutter	2.30	2,875.00
80	sq. yds.	Concrete Driveways	3.39	271.20
650	sq. yds.	Concrete Walks	3.10	2,015.00
210	lin. ft.	Expansion Joints in Walks	0.12	25.20
50	cu. yds.	Class "A" Concrete	51.75	2,587.50

5,000	lbs.	Metal Reinforcement	$ 0.09775	$ 480.75
1,100	cu. yds.	3" - 0" Material in Base	3.00	3,300.00
130	cu. yds.	3/4" - 0" Material in Base	3.68	478.40
30	M-gals.	Sprinkling	2.30	69.00
1,000	tons	Class "B" Asphaltic Concrete	10.06	10,060.00
			Subtotal	$30,545.82
			10% Engr. & Cont.	3,054.58
			Total	$33,600.40
		Length	0.117 mile	
		Cost per mile	$287,182.90	

40' Asphaltic Concrete Pavement (Sta. 89+00 to 101+45)

All Required		Clearing and Grubbing (50%)		$ 143.75
2	only	Adjusting Manholes	$ 17.25	34.50
790	tons	Class "B" Asphaltic Concrete	10.06	7,947.40
			Subtotal	$ 8,125.65
			10% Engr. & Cont.	812.56
			Total	$ 8,938.21
		Length	0.236 mile	
		Cost per mile	$37,873.77	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
44' Roadway	$ 1,861.75	$ 1,065.00	$ 796.75
50' Roadway	33,600.40	19,222.00	14,378.40
40' Roadway	8,938.21	5,113.00	3,825.21
	$44,400.36	$25,400.00	$19,000.36

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

October 4, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six copies of revised bid proposals for the Astoria (Bond St.-Commercial St.) Section, Project No. U-194 (8). P. S. & E. papers for this project were recommended for approval September 9, 1946.

The Special Provisions, page 1, have been changed as to time of receiving bids. Also, on page 2, the date of completion has been changed to June 30, 1947.

Very truly yours,

R. H. Baldock
State Highway Engineer

RA/GS

EGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

September 9, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. papers for Oregon Federal Aid Project No. U-194(8), Astoria (Bond St. - Commercial Street) Section of the Lower Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please include the usual copies of City of Astoria resolution covering encroachment with the project agreement papers.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
SEP 10 1946
OREGON
STATE HIGHWAY COMMISSION

September 3, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Astoria (Bond St.-Commercial St.) Section, Project No. U-194(8).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Your attention is called to the specification for measurement of the pay quantity for the item of "Embankment in Place" which provides for cross-section measurement of the completed embankments. This appears to be the more practical method of measurement of the materials for the reason the source is to be secured by the contractor and, accordingly, the uncertainty of the source results in the possibility of measurement in the original position being impractical or impossible. For this reason, the method of measurement of the completed embankments has been specified as more practical and desirable.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMN:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. U-194 (8)

ASTORIA (BOND ST.-COMMERCIAL ST.) SECTION

OF THE COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1946

**44' Asphaltic Concrete Pavement (Sta. 76+00 to 77+95)
(Sta. 84+15 to 89+00)**

All Required		Clearing and ~~Backfilling~~ Grubbing (26%)		$ 520.00
10	cu. yds.	Structural Excavation, Unclassified	$ 4.00	40.00
40	lin. ft.	8" Sewer Pipe	1.25	50.00
40	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	60.00
1	only	Adjusting Manholes	30.00	30.00
140	tons	Asphaltic Concrete	9.00	1,260.00
			Subtotal	$ 1,960.00
			10% Engr. & Cont.	196.00
			Total	$ 2,156.00
		Length	0.129 mile	
		Cost per mile	$16,713.17	

50' Asphaltic Concrete Pavement (Sta. 77+95 to 84+15)

All Required		Clearing and Grubbing (24%)		$ 480.00
300	sq. yds.	Removal of Pavement	$ 0.75	225.00
530	sq. yds.	Removal of Walks	0.60	318.00
260	lin. ft.	Removal of Curbs	0.30	78.00
4	only	Removal of Catch Basins	15.00	60.00
220	lin. ft.	Cutting Curb	1.00	220.00
150	cu. yds.	Structural Excavation, Unclassified	4.00	600.00
6,600	cu. yds.	Embankment in Place	1.25	8,250.00
110	lin. ft.	8" Sewer Pipe	1.25	137.50
1	only	Adjusting Manholes	30.00	30.00
6	only	Concrete Catch Basins	40.00	240.00
1,250	lin. ft.	Concrete Curb and Gutter	1.60	2,000.00
80	sq. yds.	Concrete Driveways	3.00	240.00
650	sq. yds.	Concrete Walks	2.50	1,625.00
210	lin. ft.	Expansion Joints in Walks	0.15	31.50
50	cu. yds.	Class "A" Concrete	35.00	1,750.00

5,000	lbs.	Metal Reinforcement	$ 0.09	$ 450.00
1,100	cu. yds.	3" - 0" Material in Base	3.00	3,300.00
130	cu. yds.	3/4" - 0" Material in Base	3.25	422.50
30	M-gals.	Sprinkling	2.50	75.00
1,000	tons	Class "B" Asphaltic Concrete	950 9.00	9,000.00
			Subtotal	$29,532.50
			10% Engr. & Cont.	2,953.25
			Total	$32,485.75

Length 0.117 mile
Cost per mile $277,655.98

40' Asphaltic Concrete Pavement (Sta. 89+00 to 101+45)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
2	only	Adjusting Manholes	$ 30.00	60.00
790	tons	Class "B" Asphaltic Concrete	9.00	7,110.00
			Subtotal	$ 8,170.00
			10% Engr. & Cont.	817.00
			Total	$ 8,987.00

Length 0.236 mile
Cost per mile $ 38,080.05

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
44' Roadway	$ 2,156.00	$ 1,250.00	$ 906.00
50' Roadway	32,485.75	18,840.00	13,645.75
40' Roadway	8,987.00	5,310.00	3,677.00
	$43,628.75	$25,400.00	$18,228.75

Oregon State Highway Department

Federal Aid Project
No. U-134 (8)

ASTORIA (BOND ST.-COMMERCIAL ST.) SECTION
OF THE COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 3, 1946

44' Asphaltic Concrete Pavement (Sta. 76+00 to 77+95) (Sta. 84+15 to 89+00)

All Required		Clearing and Backfilling (26%)		$ 520.00
10	cu. yds.	Structural Excavation, Unclassified	$ 4.00	40.00
40	lin. ft.	8" Sewer Pipe	1.25	50.00
40	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	60.00
1	only	Adjusting Manholes	30.00	30.00
140	tons	Asphaltic Concrete	9.00	1,260.00
			Subtotal	$ 1,960.00
			10% Engr. & Cont.	196.00
			Total	$ 2,156.00
		Length	0.129 mile	
		Cost per mile	$16,713.17	

50' Asphaltic Concrete Pavement (Sta. 77+95 to 84+15)

All Required		Clearing and Grubbing (24%)		$ 480.00
300	sq. yds.	Removal of Pavement	$ 0.75	225.00
530	sq. yds.	Removal of Walks	0.60	318.00
260	lin. ft.	Removal of Curbs	0.30	78.00
4	only	Removal of Catch Basins	15.00	60.00
220	lin. ft.	Cutting Curb	1.00	220.00
150	cu. yds.	Structural Excavation, Unclassified	4.00	600.00
6,600	cu. yds.	Embankment in Place	1.25	8,250.00
110	lin. ft.	8" Sewer Pipe	1.25	137.50
1	only	Adjusting Manholes	30.00	30.00
6	only	Concrete Catch Basins	40.00	240.00
1,250	lin. ft.	Concrete Curb and Gutter	1.60	2,000.00
80	sq. yds.	Concrete Driveways	3.00	240.00
650	sq. yds.	Concrete Walks	2.50	1,625.00
210	lin. ft.	Expansion Joints in Walks	0.15	31.50
50	cu. yds.	Class "A" Concrete	35.00	1,750.00

5,000	lbs.	Metal Reinforcement	$ 0.09	$ 450.00
1,100	cu. yds.	3" - 0" Material in Base	3.00	3,300.00
130	cu. yds.	3/4" - 0" Material in Base	3.25	422.50
30	M-gals.	Sprinkling	2.50	75.00
1,000	tons	Class "B" Asphaltic Concrete	9.00	9,000.00
			Subtotal	$29,532.50
			10% Engr. & Cont.	2,953.25
			Total	$32,485.75

Length 0.117 mile
Cost per mile $277,655.98

40' Asphaltic Concrete Pavement (Sta. 89+00 to 101+45)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
2	only	Adjusting Manholes	$ 30.00	60.00
790	tons	Class "B" Asphaltic Concrete	9.00	7,110.00
			Subtotal	$ 8,170.00
			10% Engr. & Cont.	817.00
			Total	$ 8,987.00

Length 0.236 mile
Cost per mile $ 38,080.05

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
44' Roadway	$ 2,156.00	$ 1,250.00	$ 906.00
50' Roadway	32,485.75	18,840.00	13,645.75
40' Roadway	8,987.00	5,310.00	3,677.00
	$43,628.75	$25,400.00	$18,228.75

ASTORIA (BOND ST.-COMMERCIAL ST.) SECTION

PROJECT NO. U-194 (8)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 3, 1946

April 14, 1947

Heavy Hauling Company, Contractors
Route 3, Box 134
Astoria, Oregon

Gentlemen:

We find that in the preparation of your contract for grading and paving work on the Astoria (Bond Street-Commercial Street) Section, Contract No. 2872, an error was made whereby, in the schedule of contract prices, the unit price for Item 4, Removal of Pavement, is shown as $7.67 per sq. yd. instead of $0.767 per sq. yd. as was bid.

Please let us have a letter consenting to the correction of this error.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:lh

RECEIVED
MAR 27 1
FOR FILING

U-174(8)

March 26, 1947

Heavy Hauling Company
Route 3, Box 134
Astoria, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 2875 which was awarded to you on February 28, 1947, by the State Highway Commission, covering grading and paving on the Astoria (Bond Street-Commercial Street) Section of the Columbia River Highway in Clatsop County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

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FOR FILING

U-194-8

March 10, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 6, 1947 on Contract No. 2875, Astoria (Bond Street-Commercial Street) Section in connection with Federal Aid Project No. U-194 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:EM

FORM E-133X 5M 8-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMA
PORTLAND
ARTHUR W. SCHAUPP, MEMB
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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MAY 13 1947
FOR FILING

U-194 (8)

March 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of encroachment resolution, adopted by the City Council of Astoria and signed by the proper officials, in connection with Federal Aid Project No. U-194 (8) on the Columbia River Highway in Astoria.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

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APR 1[illegible] 1947
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U-194(8)

#2825.

AGENDA
MAR 24 1947

February 28, 1947

Heavy Hauling Company
Route 3, Box 134
Astoria, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Bond Street-Commercial Street Section of the Columbia River Highway, in Clatsop County, for which you submitted the low bid on February 4, 1947. This award does not include construction of median strip on Taylor Avenue-Astor Street Section of this highway.

Contract forms will be sent to you for execution within the next few days.

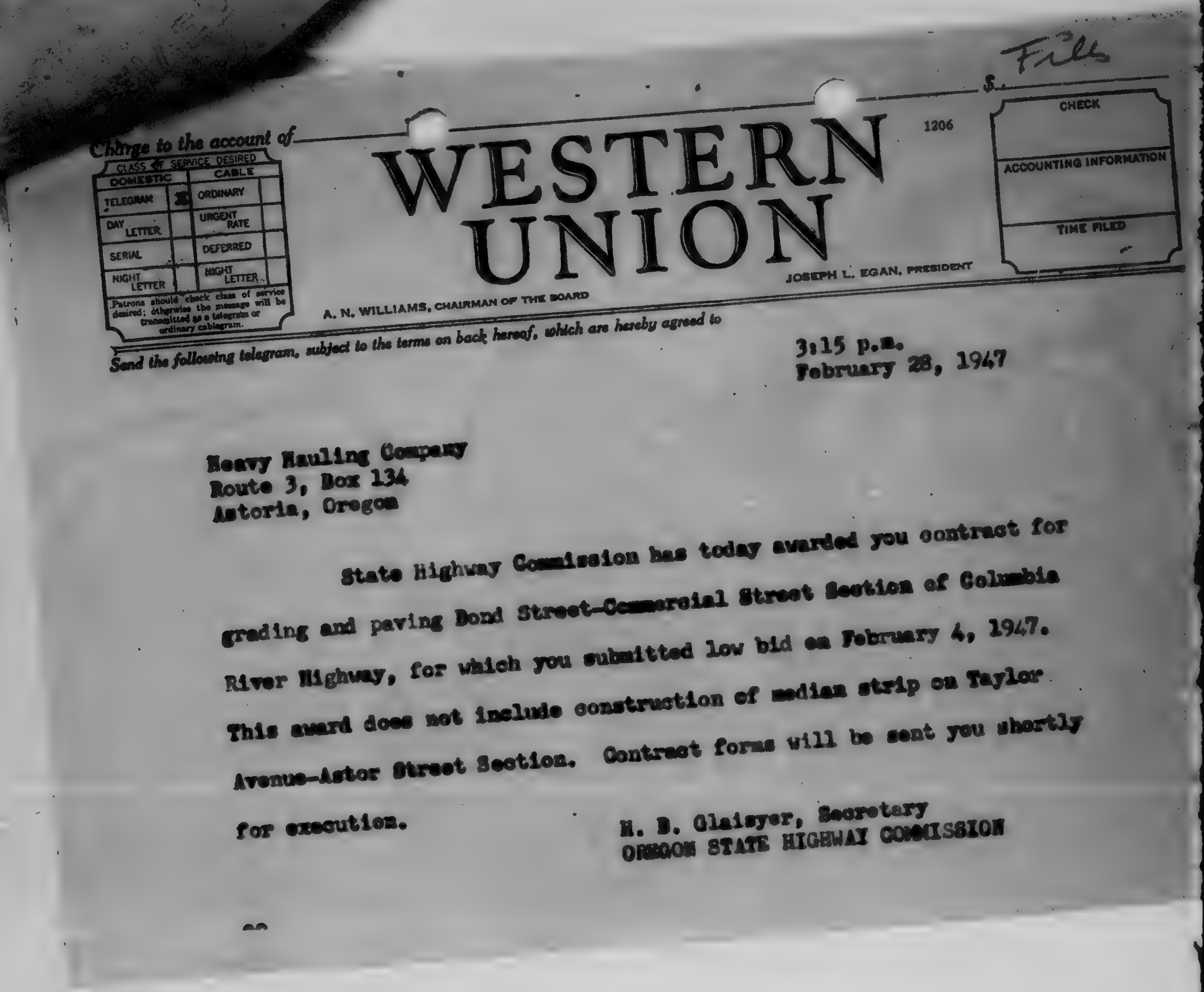
Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee
Enc.

cc - Mr. H. G. Smith
Mr. J. H. Probert
Goldie Lewis

5+C



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Charge to the account of

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

3:15 p.m.
February 28, 1947

Heavy Hauling Company
Route 3, Box 134
Astoria, Oregon

State Highway Commission has today awarded you contract for grading and paving Bond Street-Commercial Street Section of Columbia River Highway, for which you submitted low bid on February 4, 1947. This award does not include construction of median strip on Taylor Avenue-Astor Street Section. Contract forms will be sent you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

FOLLOWING TERMS:

FORM E-123K 9M REVISED 12-46

AGENDA
1947

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COM[illegible]SION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 27, 1947

COPY

Honorable Mayor and City Commission
City of Astoria
Astoria, Oregon

Gentlemen:

As construction of a median strip on Taylor Avenue and Astor Street in your city was given consideration by the Highway Commission largely at the request and urgence of the City Commission as a safety measure and as it now appears that the City Commission will not definitely approve this construction in its city, the Highway Commission has decided that it will not undertake construction of the median strip at this time.

In line with this action, the Highway Commission is awarding the contract for the proposed new street construction between Bond Street at 14th and Commercial Street at 20th, without including in it the construction of median strip on Taylor Avenue and Astor Street as was originally planned in accord with your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

$ 49,921.02

2/28/47
notified press
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NOTED
RALPH

C O P Y

THE CITY OF ASTORIA, OREGON

A motion was made by Commissioner Sorenson that the City do not oppose the construction of the proposed median strip refusing at the same time to assume responsibility for potential accidents to pedestrians or on account of traffic regulations and further to inform the State Highway Commission that the people in the District oppose construction of the median strip to the extent that they will furnish up to one half of the cost of a light installation in lieu thereof. Commissioner Hegg seconded this motion. The vote upon the motion resulted as follows:

Yeas: Hegg
Sorenson
Mr. Mayor /s/ H.O.E.

Nays: Bjork /s/ E.W.B.
Pesonen /s/ O.A.P.

The motion carried.

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MAR 1 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND 8, OREGON

U-194-8

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of this date, we hereby concur in award of contract as of today for Oregon Federal Aid Project No. U-194(8), Barnes Street - Commercial Street Section in Astoria, to the Heavy Hauling Company, Astoria, Oregon, who submitted the low bid at the bid opening on February 4, 1947.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of this date, we hereby concur in award of contract as of today for Oregon Federal Aid Project No. U-194(8), Barnes Street - Commercial Street Section in Astoria, to the Heavy Hauling Company, Astoria, Oregon, who submitted the low bid at the bid opening on February 4, 1947.

Very truly yours,

T. M. DAVIS
District Engineer.

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	☒	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1207

CHECK
$
ACCOUNTING INFORMATION
$
TIME FILED
F

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 28 1947

To T. M. DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY OF CONTRACT FOR BOND STREET-COMMERCIAL STREET PROJECT IN ASTORIA TO HEAVY HAULING COMPANY OF ASTORIA. CONTEMPLATED WORK ON THE TAYLOR AVENUE-ASTOR STREET UNIT WILL NOT BE INCLUDED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 13 1947
FOR FILING

U-194(8)

January 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. papers for Oregon Project U-194(8), Astoria (Bond Street to Commercial Street), Section of the Lower Columbia Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 14 1947
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAY 6 1947
FOR FILING

U-194.8

December 13, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of revised special provisions and plan sheets 2 and 3 for Oregon Project U-194(8), Astoria (Bond to Commercial Streets) Section of the Lower Columbia River Highway.

We are today recommending approval of the revised documents and you are hereby authorized to readvertise for bids, subject to approval by the Division Engineer.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
DEC 17 1946
OREGON
STATE HIGHWAY COMMISSION

Jon

RECEIVED
OCT 8 1946
FOR FILING

U-194-8

October 4, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six copies of revised bid proposals for the Astoria (Bond St.-Commercial St.) Section, Project No. U-194 (8). P. S. & E. papers for this project were recommended for approval September 9, 1946.

The Special Provisions, page 1, have been changed as to time of receiving bids. Also, on page 2, the date of completion has been changed to June 30, 1947.

Very truly yours,

R. H. Baldock
State Highway Engineer

RA/GS

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 5, OREGON

RECEIVED
DEC 3 1946
FOR FILING

U-194 (8)

September 24, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our concurrence in the State Highway Commission's action in rejecting as excessive, the bid received for the Bond Street - Commercial Street Section of the Columbia River Highway in Astoria, Oregon Federal Aid Project No. U-194(8).

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
SEP 26 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 16 1946
FOR FILING

U-194-8

September 3, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Astoria (Bond St.-Commercial St.) Section, Project No. U-194(8).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Your attention is called to the specification for measurement of the pay quantity for the item of "Embankment in Place" which provides for cross-section measurement of the completed embankments. This appears to be the more practical method of measurement of the materials for the reason the source is to be secured by the contractor and, accordingly, the uncertainty of the source results in the possibility of measurement in the original position being impractical or impossible. For this reason, the method of measurement of the completed embankments has been specified as more practical and desirable.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

26-6308 Concession at Crown Point Vista House
Columbia River Hwy. 1947
#2876 (See: Maint.-Parks-Vista House)

3-8303 Mt. Hood Rock Prod.
Mt. Hood & Wapinitia Hwys. 1947

#2877

RECEIVED
FEB 20 1948
FOR FILING

8303

R. H. Baldock

February 17th, 1948

FINAL COST ANALYSIS

Contract #2877
Mt. Hood Rock Production

Prefix 3-8303
Mt. Hood & Wapinitia Highways

J. N. & M. J. Conley, Contractors
O. H. Norberg, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	2,158.78	Cu. Yd.	$2.59	$3.00	$5,591.24	$6,476.34
½"-¼" " " " "	5,142.5	" "	2.59	3.20	13,319.08	16,456.00
¼"-0" " " " "	4,700.0	" "	2.59	3.20	12,149.85	15,040.00
Hauling Crushed Rock	30,999	Yd. Mi.	0.148	0.15	4,580.02	4,649.85
Screen Rejects	172.2	Cu. Yd.	0.25	0.25	43.05	43.05
Force Account					141.20	156.70
Sales to Forest Service	1,037	Cu. Yd.	2.59	3.00	2,685.83	3,111.00
					$38,510.27	$45,932.94

Gross Revenue	$45,932.94
Total Cost	38,510.27
Net Profit	$7,422.67

Net Profit Equals 16.2% of Gross Revenue

FOR FILING

Mt. Hood Rock Production

Detail of Cost

Labor:		
Supervision	$572.05	
Labor	15,632.01	
State Industrial Accident Insurance	364.59	
Unemployment Insurance	405.10	
Social Security	162.04	
		$17,135.79
Equipment Rental & Miscellaneous Expense:		
Equipment Rental	$12,607.00	
Gas, Oil & Grease	2,588.04	
Move In, Freight & Cartage	1,058.55	
Explosives	1,256.10	
Miscellaneous Supplies & Drill Steel	1,482.71	
Public Liability Insurance	162.04	
Office & Camp Expense	561.07	
Bond	276.49	
General Overhead	1,382.48	
		21,374.48
Total		$38,510.27

Mt. Hood Rock Production

Crushed Rock Costs

	Cost	Quantity	Unit	Unit Cost
Strip & Develop Quarry	$545.78	13,038	Cu. Yd.	$0.042
Move In & Set Up Plant	5,847.45	"	" "	0.448
Drill & Shoot	4,882.42	"	" "	0.374
Load in Pit	3,483.88	"	" "	0.267
Haul to Crusher	2,080.83	"	" "	0.160
Crushing	11,403.88	"	" "	0.875
Proratable Expense	4,282.45	"	" "	0.328
	$32,526.69	13,038	Cu. Yd.	$2.494
Stockpiling Cost	$1,219.31	13,038	Cu. Yd.	$0.094

Mt. Hood Rock Production

Remarks:

This contract was bid and awarded on March 24th, 1947. The contractor started work on June 16th, and completed the project on August 7th, 1947.

The contractor secured permission to obtain the rock from the highway cutbanks adjacent to the specified quarry at Mt. Hood Highway M.P. 56.06. This area required clearing and the stripping of about 3 feet of overburden. The drilling and shooting was mostly by the down hole and lifter method and both a wagon drill and jackhammers were used. Powder used averaged 0.6 lb. per cubic yard. A 3/4-yard shovel loaded in the quarry but proved to be too small for the rock, which broke in large slabs, and a 1½-yard shovel was then moved to the job. Due to this additional move in the cost of loading in the quarry, $0.26 per yard, was unusually high. A large portable plant containing a 24" x 36" jaw crusher, three sets of rolls and a 5' x 14' screen was used for crushing and was operated a total of 248 hours overall time, producing an average of 53 cu. yds. per hour. The contractor hauled to the stockpiles with his own 6-and 8-yard trucks.

Although the quarrying operations were difficult and a haul of 0.4-mile was required between the quarry and the plant, the good bid prices allowed the contractor a fair profit on the job.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JAN 22 1948
FOR FILING

13-836

January 21, 1948

J. N. & M. J. Conley
4332 N. E. Royal Court
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 7 days, from July 31 to August 7, 1947, within which to complete your contract No. 2877 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Skelton,
Division Engineer

NOTED ON CARD

RECEIVED
JAN 19 1948
FOR FILING

3-8303

January 15,1948

General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2877 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas, Hood River and Wasco Counties, has been completed by the contractor, J.N. & M.J. Conley, and that final payment in the amount of $1,037.48 will be made on or after January 26, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $42,821.94, of which amount $156.70 represents the amount of force account items. This contract was completed on August 7 and accepted by the Commission on December 29, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

RECEIVED
DEC 17 1947
FOR FILING

3-8303

December 16, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a request of J. E. & M. J. Conley for an extension of time from July 31, 1947 to August 7, 1947 on their Contract No. 2077, Mount Hood Rock Production Project.

While engaged in rock production on the state project, the Public Roads Administration requested that the State's Contractor be granted permission to crush some rock for repairs to the Timberline Lodge Road, which repairs were considered an emergency by the Public Roads Administration. This permission was granted and the Contractor produced the rock required by the Public Roads Administration but required an overrun of eight days to complete the State's project.

The overrun of the time limit did not increase the cost to the State and the traveling public was in no way inconvenienced. I recommend to you that the extension of time be granted, as requested, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

RECEIVED
OCT 23 1947
FOR FILING

3-8323

October 21, 1947

General Casualty Company
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised it is the intention of the State Highway Commission to release to J.H. & M.J. Conley a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2877 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas, Hood River and Wasco Counties. This payment, which is in the amount of $2,201.19, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,292.30. The present payment to the contractor will be made on or after October 31, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-21-47 gl

Form E-1—5M—7-46

3-8303

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

#12

For Week Ending August 9, 1947, 19

Section Mt. Hood Rock Production

Kind of work Rock Production

Highway Mt. Hood & Wapinitia

Section prefix 3-8303

Contractor J. N. & M. J. Conley

Contract number 2877

Date of contract Mar. 24, 1947, 19

Date of completion Oct. 31, 1947, 19

Date work started June 16, 1947, 19

Estimated date of completion completed, 19

Amount of contract $ 42,975.00

Per cent of time elapsed ~~129~~ 138 107 % %

Estimated cost of completed project, exclusive of engineering $ 44,902.00

Per cent of contract completed based on total contract price 100% %

Engineering cost to date, $ ~~2590.50~~ 285, 30.3 %

Date project was completed August 7, 1947, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor finished crushing on Thursday.

Norberg, Boller & Kerr spent two days measuring stockpiles at 57.80 to determine yardage to complete.

DEFERRED REPORT

AUG 12 1947

NOTED
E. A. PEASE

Signed O H Norberg

Address P.O.Box 4644, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			29.35		
Miles partially completed					
Miles completed					
Total estimated quantities			12,000		
Estimated quantities moved or placed to date			12,000		
Average daily quantities					
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			22		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors 1, Bulldozers 1, Sheep-foot rollers 7 trucks, 1 transport, 2 pickups., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	cloudy		
Tuesday	fair		
Wednesday	"		
Thursday	cloudy		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
APR 29 1947
FOR FILING

3-8303

April 28, 1947

J. H. & M. J. Conley
4332 N.E. Royal Court
Portland 13
Oregon

Gentlemen:

We enclose herewith fully executed copies of State Highway Contracts which were awarded to you by the Highway Commission, as follows:

Contract No. 2877, covering Mt.Hood Rock Production Project on the Mt.Hood and Wapinitia Highway, in Clackamas, Hood River and Wasco Counties, awarded March 24, 1947.

Contract No. 2889, covering Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, in Columbia County, awarded on April 2, 1947.

These copies are for your records and files.

An executed copy of each contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
MAR 27 194
FOR FILING

3-8303

March 26, 1947

J. H. & M. J. Conley
4332 Northeast Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on March 24 awarded you the contract for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties. This award was based on your low bid of $42,975.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

106-4210 Replace pier fender for S.Sough Br.
Cape Arago Second. Hwy. 1947

#2878

RECEIVED
JAN 22 1948
FOR FILING

106 - 4210

January 21, 1948

Coos Bay Dredging Co.,Inc.
Box 217
Coos Bay
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 12 days, from October 30 to November 12, 1947, within which to complete your contract No. 2878 for the South Slough Bridge on Cape Arago Highway, in Coos County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

NOTED ON CARD

RECEIVED
JAN 22 1948
FOR FILING

106-4210

January 20, 1948

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2878 for work on the South Slough Bridge on the Cape Arago Highway, in Coos County, has been completed by the contractor, Coos Bay Dredging Company,Inc., and that final payment in the amount of $5,895.86 will be made on or after January 30, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $18,799.78, and that no force account work was performed therein. This contract was completed on November 12 and accepted by the Commission on December 29, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland,Inc., Agent
609 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
1-21-48 gl

RECEIVED
DEC 17 1947
FOR FILING

106 - 4210

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a request of the Coos Bay Dredging Company, Inc. for an extension of time from November 1, 1947 to November 12, 1947 on their contract No. 2378, South Slough Bridge Section Cape Arago Highway.

The contractor was unable to start work on this project for several months after the contract was awarded due to his inability to obtain treated lumber and piling. When he did obtain delivery of the necessary materials, he proceeded with his work with an adequate crew and equipment and performed the job in a reasonable time. The project was satisfactorily completed on November 12, 1947.

I recommend that the extension of time as requested be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:bb

RECEIVED
NOV 17 1947
FOR FILING

106-4210

November 14, 1947

Coos Bay Dredging Co., Inc.
Box 217
Coos Bay
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 30 days, from October 1 to October 30, 1947, within which to complete your contract No. 2878 for the South Slough Bridge Pier Fenders on the Cape Arago Highway, in Coos County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle

NOTED ON CARD
11-17-47, gl

Files

RECEIVED

FOR FILING

106-4210

2878

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1947

SUBJECT: South Slough Bridge
Pier Fenders

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Herewith a request for an extension of time in order to complete the contract for the reconstruction of the South Slough Bridge pier fenders on the Cape Arago Secondary Highway in Coos County. This is a State job in which the concurrence of the Public Roads Administration is not required.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc W. A. Reeves

RECEIVED
APR 15 1947
FOR FILING

106-4210

April 14, 1947

Coos Bay Dredging Co., Inc.
Box 217
Coos Bay
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2878 which was awarded to you on March 25, 1947 by the State Highway Commission, covering the South Slough Bridge on Cape Arago Highway in Coos County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]

RECEIVED
MAR 27 1947
FOR FILING

106-4210

March 26, 1947

Coos Bay Dredging Co.
Post Office Box 217
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on Monday, March 24, awarded you the contract for replacing the pier fender for the South Slough Bridge on the Cape Arago Secondary Highway in Coos County. This award was based on your low bid of $18,991.10 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

2879 Cancelled

128-1010 Const. Bridge over Buck Hollow Cr.
Sherars Bridge Second. Hwy. 1947

#2880

RECEIVED
FOR FILING

128-1010

#2880

Files

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

June 15, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	7946	2880	8-Final	J. P. Brittan & Co.	1,532.24	329793	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job has been accepted and time extension is without penalty, as shown in notices filed with this office.

aaw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

NOTED ON CARD
6-16-48 gl

Approved H B Glaisyer
Secretary

RECEIVED
JUN 9 1948
FOR FILING

128-1010

June 7, 1948

J. P. Brittan and Company
1834 S. W. Lobelia St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 30 days, from December 31, 1947 to January 30, 1948, within which to complete your contract No. 2880, covering construction of Buck Hollow Bridge on the Sherars Bridge Secondary Highway in Sherman County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

W. A. Reeves

NOTED ON CARD

6-7-48, JL

RECEIVED
MAY 28 1948
FOR FILING

128-1010

May 27, 1948

Hartford Accident and Indemnity Co.
Pacific Department
Hartford Building
San Francisco 20, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2880 for construction of the Buck Hollow Bridge on Sherars Bridge Highway, in Sherman County, has been completed by the contractor, J. P. Brittan and Co., and that final payment in the amount of $1532.24 will be made on or after June 7, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $34,907.42, and that no force account work was performed therein. This contract was completed on January 30, 1948 and accepted by the Highway Commission on May 25, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

5-27-48 gl

RECEIVED
APR 30 1948
FOR FILING

128-1010

April 23, 1948

Request for Extension of Time
No. 2
May 24 and 25 meeting.

State Highway Commission

Gentlemen:

Re: Time Extension for Buck Hollow
Creek Bridge in Sherman County

Herewith contractor's request for an extension of time from December 31, 1947 to January 30, 1948 to cover the completion of the work on the Buck Hollow Creek Bridge in Sherman County. This is contract No. 2680, J. P. Britten and Company, contractor.

This contract was previously extended from October 31, 1947 to and including December 31, 1947. The structure was completed except for minor clean-up and finishing operations within the previous time extension. The contractor was previously delayed due to a flooded Buck Hollow Creek which destroyed a portion of his falsework. The weather during December was not suitable for finishing operations. The job is very isolated, and considerable difficulty was encountered in getting suitable personnel.

For these reasons, we are recommending that the extension, from December 31, 1947 to January 30, 1948, be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
OSP GM
cc N. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
MAR 8 1948
FOR FILING

128-1010

March 5, 1948

Hartford Accident and Indemnity Co.
Hartford 15
Conn.

Gentlemen:

On February 19 we notified you of final payment to be made to J. P. Brittan & Co., covering contract No. 2880 for work on the Buck Hollow Bridge on Sherars Bridge Highway, in Sherman County. However, because of later developments, it is the intention of the State Highway Commission to make semi-final payment on this contract, in the amount of $6106.76, on or after March 15, 1948. The retained percentage amounts to $1032.24.

We assume you will consent to the above semi-final payment on this contract since your letter approving the final payment has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

NOTED ON CARD

[illegible]

pm

RECEIVED
FEB 20 1948
FOR FILING

159-1010

February 19, 1948

Hartford Accident and Indemnity Co.
Hartford 15, Conn.

Gentlemen:

This to advise you that State Highway Contract No. 2880 for work on the Buck Hollow Bridge on Sherars Bridge Highway, in Sherman County, has been completed by the contractor, J. P. Brittan and Co., and that final payment in the amount of $7,139.00 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $34,407.92, and that no force account work was performed therein. This contract was completed January 30, 1948 but has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Will you please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern,Agent
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
2-19-48, gl

RECEIVED
NOV 17 1947
FOR FILING

128-1010

November 14, 1947

J. P. Brittan and Company
1834 S. W. Lobelia St.
Portland 1
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 60 days, from November 1 to December 31, 1947, within which to complete your contract No. 2880 covering Buck Hollow Bridge on the Sherars Bridge Highway, in Sherman County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler

NOTED ON CARD
11-14-47 gl

RECEIVED
APR 29 1947
FOR FILING

128-1000

April 25, 1947

J. P. Brittan and Company
1854 S.W. Lobelia St.
Portland 1,
Oregon

Gentlemen:

We are sending you today, by express, a fully executed copy of contract No. 2880 which was awarded to you on March 24, 1947 by the State Highway Commission, covering Buck Hollow Bridge on the Sherars Bridge Highway, in Sherman County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
MAR 27 1947
FOR FILING

128-1010

March 26, 1947

J. P. Brittan & Company
1834 Southwest Lobelia Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on Monday, March 24, awarded you the contract for construction of a bridge over Buck Hollow Creek on the Sherars Bridge Secondary Highway in Sherman County. This award was based on your low bid of $37,320.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

120-1048 Gillespie Corner-Lorane Sec.
Territorial Second. Hwy. 1947

#2881

RECEIVED
JAN
FOR FILING

120-1048

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 9, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	19110	2881	9-Final	D. F. McKenzie	3,588.69	321296	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

We have on file your notice of acceptance on this job.

asw

NOTED ON CARD
1-9-48 gl

ACCOUNTING DIVISION

By
Bookkeeping Dept.

Approved Lloyd Query
Acting Secretary

RECEIVED
DEC 19 1947
FOR FILING

[illegible]

December 19, 1947

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2881, for work on the Gillespie Corner-Lorane Section of the Territorial Secondary Highway in Lane County, has been completed by the contractor, D. F. McKenzie, and that final payment in the amount of $3,588.69 will be made on or after December 29, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $119,622.85, of which amount $136.63 represents the amount of force account items. This contract was completed on November 10 and accepted by the Highway Commission on November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

12-19-47, gl

Form E-1—5M—8-47

120 - 1048

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 29, 1947

Section Gillespie Corner - Lorane

Kind of work Widening, Surfacing & Oiling

Highway Territorial

Section prefix 120-1048

Contractor D. F. McKenzie

Contract number 2881

Date of Contract March 25, 1947

Date of completion October 15, 1947

Date work started May 2, 1947

Estimated date of completion November 10, 1947

Amount of contract $ 117,950.50

Per cent of time elapsed 250/205 122 %

Estimated cost of completed project, exclusive of engineering $ 118,531.27

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 6,790.00 5.8 %

Date project was completed November 10, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was completed and forwarded to Roseburg on Monday.

The surfacing is failing on this project in a number of places, particularly on curves where the super elevation allows water to get under the oil mat. The fines in the surfacing seem quite greasy when wet, causing the surfacing to become spongy, and the oil mat to fail. Cooper and Ford inspected the job Wednesday, and at Cooper's suggestion samples of the base rock left in stockpile, and of the surfacing dug out of a point of failure were sent to Salem for analysis.

NOTED RAY WEBER

NOTED E A [illegible]

NOTED H. G. SMITH

Signed J C Chapman by GR

Address Old Post Office Bldg. Eugene, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.67	6.05		6.05	
Miles partially completed					
Miles completed	1.67	6.05		6.05	
Total estimated quantities	14,930	21,300	4,682.2	278	
Estimated quantities moved or placed to date	14,930	21,300	4,682.2	278	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Percentages of men employed on contract to be secured from: ....County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels............, Power graders............, Rollers............, Mixers............, Crushing or screening plants............

Compressors............, Bulldozers............, Sheep-foot rollers............, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Foggy		
Thursday	Clear		
Friday	"		
Saturday			

RECEIVED
NOV 28 1947
FOR FILING
122-1148

November 24, 1947

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

You are advised it is the intention of the State Highway Commission to release to D. F. McKenzie a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2881 for Gillespie Corner-Lorane Section of the Territorial Secondary Highway, in Lane County. This payment, which is in the amount of $7,944.63, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,571.66. The present payment to the contractor will be made on or after December 4, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

11-24-47

RECEIVED
NOV 17 1947
FOR FILING

120-1048

November 14, 1947

Mr. D. F. McKenzie
1465 Mission St.
Salem
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 30 days, from October 16 to November 15, 1947, within which to complete your contract No. 2881 for Gillespie Corner-Lorane Section of the Territorial Secondary Highway, in Lane County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle

NOTED ON CARD

11-14-47 gl

RECEIVED
NOV 17 1947
FOR FILING

120-1048

November 14, 1947

Mr. D. F. McKenzie
1465 Mission St.
Salem
Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 30 days, from October 16 to November 15, 1947, within which to complete your contract No. 2881 for Gillespie Corner-Lorane Section of the Territorial Secondary Highway, in Lane County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle

NOTED ON CARD

11-14-47 gl

8-125X 10M 2-46

Monica,
Please make a copy

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
JUN 24 1947
FOR FILING

NOTED
F. QUERY

120-2-048
2051

June 6, 1947

Glaisyer

Mr. Walter H. Banks, Vice President
The First National Bank of Eugene
Eugene, Oregon

REFERRED TO
Query
BY SECRETARY
note & return

Dear Sir:

Your letter under date of June fourth addressed to Mr. R. H. Baldock, State Highway Engineer, concerning some contractual relations between your customer, L. P. Stubblefield, and D. F. McKenzie, who holds a contract with the State for some highway construction, has been handed to me for reply.

It appears from your letter that the State's contractor has entered into some contractual obligation with L. P. Stubblefield, pursuant to which Stubblefield is to supply the State's contractor with a considerable yardage of crushed rock. It appears, also, from your letter that Stubblefield plans to call on The First National Bank for financial advances with which to finance his operations in carrying out his contract with the State's contractor.

I take it from your letter that your concern and the concern of Mr. Stubblefield is with respect to reimbursement by the State's contractor for such yardage of crushed rock as Stubblefield may furnish the State's contractor.

McKenzie is obligated under his contract with the State to pay all labor and material claims incurred in the performance of the work under his contract, including claims by subcontractors. The State has exacted a performance bond from its contractor, the surety on which bond is United Pacific Insurance Company, whose resident agent is Joe Stroyan, Board of Trade Building, Portland, Oregon, to insure the performance of the work and the payment of all just claims.

Other than the requirement on the part of the State with respect to the performance bond and the obligations in the contract with respect to the payment of debts, I know of nothing which the Highway Commission can do to insure payment to the Bank of advances made by the Bank to Mr. Stubblefield. Our practice and policy is, before making final settlement on any contract, to notify the contractor's surety of such contemplated final settlement, and to notify, also, any claimants who have advised the Commission of unpaid claims against the contractor.

NOTED
H. B. GLAISYER

Mr. Walter H. Banks
Page 2
June 6, 1947

If during the progress of the work Mr. Stubblefield has difficulty in getting payment for material furnished, I would suggest that he advise the Commission of such facts so that the Commission before making final settlement on the job can require the contractor and his surety to furnish satisfactory proof that the claims have been paid, or, if not paid, that they are not valid claims against the job.

The Commission will gladly cooperate with its contractor, the contractor's subcontractors, or creditors, including the bank, in any way and to any extent that it may lawfully do.

Yours very truly,

J. M. DEVERS

JMD:avh
cc - H. B. Glaisyer

RECEIVED
APR 28 1947
FOR FILING

120-1042

April 26, 1947

R. F. McKenzie
1465 Mission St.
Salem, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of contract No. 2881 which was awarded to you on March 25, 1947, by the State Highway Commission, covering grade widening and oil-mat surfacing on the Gillespie Corner-Lorane Section of the Territorial Secondary Highway in Lane County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

Recorded
JL

RECEIVED
MAR 27 1
FOR FILING

120-1048

March 26, 1947

D. F. McKenzie
1465 Mission Street
Salem, Oregon

Dear Sir:

The State Highway Commission on Tuesday, March 25, awarded you the contract for regrading, surfacing and oiling on the Gillespie Corner-Lorane Section of the Territorial Secondary Highway in Lane County. This award was based on your low bid of $117,950.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

123-8305 Jordan Cr.-Rock Cr.Rock Prod.
I.O.N. Second. Hwy. 1947

#2882

RECEIVED
APR 2
FOR FILING
23 X 325
2582
FIDELITY AND SURETY CLAIM
DEPARTMENT

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

April 12, 1949

H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

SUBJECT: 42 S 9248 - P.B. Doherty and Son -
State of Oregon

Dear Sir:

To acknowledge receipt of your letter of March 24th reporting filing of claim by Balzer Machinery Company, also your letter of April 5th advising of settlement having been effected.

Thanks for your kindness.

Yours very truly,

Chas. H. Olano

C.H.Olano
ESM

Chief Adjuster

RECEIVED
APR 1
OREGON
STATE HIGHWAY COMMISSION

VED

FOR FILING

143-8305

2882

Mrs. Lewis

April 5, 1949

Aetna Casualty and Surety Company
Hartford 15, Connecticut

Gentlemen:

We have, today, received a letter from the Balzer Machinery Company in which they state that their claim in the amount of $3,037.77 filed against P. B. Doherty and Son under Contract No. 2882 for rock production on the Jordan Creek-Rock Creek Section of the I.O.N. Highway in Malheur County has been paid in full.

This information is furnished as the Aetna Casualty and Surety Company appear as surety on the bond executed in connection with Contract 2882.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Bates, Lively and Pearson
Yeon Building
Portland 4, Oregon

P. B. Doherty and Son
3105 N. E. 55th Avenue
Portland 13, Oregon

NOTED ON FILE

4-5-49 g

RECEIVED
MAR 28 1949
FOR FILING
123-8305
2882

Mr. Lewis

March 24, 1949

Aetna Casualty and Surety Company
Hartford 15, Connecticut

Gentlemen:

Attached hereto is a copy of a claim which was filed in the Secretary of State's Office by the Balzer Machinery Company against P. B. Doherty and Son for the rental of rock crushing equipment and small supplies in connection with the contractor's operations on our Contract No. 2882 for rock production on the Jordan Creek-Rock Creek Section of the I.O.N. Highway in Malheur County.

This claim is in the amount of $3,037.77.

This information is provided as the Aetna Casualty and Surety Company appear as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Bates, Lively and Pearson
Yeon Building
Portland 4, Oregon

P. B. Doherty and Son
3105 N. E. 55th Avenue
Portland 13, Oregon

COPY

BALZER MACHINERY COMPANY

2136 S. E. Eighth Avenue Portland 14, Oregon Phone EA 2143

March 4, 1949

Equipment for
loggers and
contractors

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mf . Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating screens
Pettibone-Muliken Corp.
Clamshell Buckets
Helser Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders

R. L. BALZER
Manager

J. M. ALLEN
Assistant Manager

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $3,037.77 against the bond taken from P. B. Doherty & Son and Aetna Casualty & Ins. Co. for the work of rock production on the Jordan Creek-Rock Creek Section of the I. O. N. Highway in Malheur County, State Highway Contract No. 2882.

Respectfully yours,

BALZER MACHINERY COMPANY

Per

R. L. BALZER.
R. L. Balzer, Manager

Suscribed and sworn to before me, this 12 day of March A. D. 1949.

A. ZERBE (SEAL)
Notary Public for Oregon

My commission expires: 3-16-52

cc/ Oregon State Highway Department

ENDORSED:
File No. 3157
Filed March 14, 1949
Earl T. Newbry, Secretary of State

RECEIVED
APR 8 1949
FOR FILING

123.8305

2882

2882

Mrs Lewis

April 5, 1949

Balzer Machinery Company
2136 Southeast 8th Avenue
Portland 14, Oregon

Gentlemen:

We acknowledge with thanks your letter of April 4 in which you state that your claim filed against P. B. Doherty and Son in the amount of $3,037.77 has been paid in full.

This is in connection with our Contract No. 2882 for work on the Jordan Creek-Rock Creek Section of the ION Highway in Malheur County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

4-5-49

Balzer Machinery Co.

2136 S. E. EIGHTH AVENUE, PORTLAND 14, OREGON • PHONE EA. 2143

• EQUIPMENT •
FOR LOGGERS AND
CONTRACTORS

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Clamshell Buckets
Helser Machine Works
Portable Stackers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

April 4, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen: Subject: P. B. Doherty & Son
Contract #2882- I.O.N.
Highway- Malheur County

With reference to the claim we filed with the Secretary of State on March 14, 1949, in the amount of $3,037.77, please be advised that this claim has been paid in full by P. B. Doherty & Son, Pendleton, Oregon.

Very truly yours,

BALZER MACHINERY COMPANY

R L Balzer

R. L. Balzer
Partner

mff

cc/ Bates-Lively & Pearson - Portland
cc/ P. B. Doherty & Son - Pendleton

RECEIVED
APR 5 1949
OREGON
STATE HIGHWAY COMMISSION

Gus
acknowledge with thanks;
note on card;
prepare notification to surety with
cc to contractor.

4-5-49

RECEIVED
MAR 28 1949
FOR FILING
123-8305
2882

2882

Mrs. Lewis

March 24, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim which had been filed in your office by the Balzer Machinery Company against P. B. Doherty and Son in the amount of $3037.77 for materials furnished the contractor in connection with our Contract No. 2882 for rock production on the Jordan Creek-Rock Creek Section of the I.O.N. Highway in Malheur County.

This claim bears your file No. 3157.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-29-49

2882

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 23, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

On March 14th, we received and filed a notice of claim by Balzer Machinery Company, for materials furnished in the sum of $3,037.77, against the bond taken from P. B. Doherty and Son principal, and Aetna Casualty & Insurance Company, for work on State Contract number 2882, for Rock Production on the Jordon Creek-Rock Section of the I.O.N Highway in Malheur County.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 24 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

March 4, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $3,037.77 against the bond taken from P. B. Doherty & Son and Aetna Casualty & Ins. Co. for the work of rock production on the Jordan Creek-Rock Creek Section of the I.O.N. Highway in Malheur County, State Highway Contract No. 2882.

COPY

Respectfully yours,

BALZER MACHINERY COMPANY

Per

R. L. Balzer, Manager

Subscribed and sworn to before me, this ______ day

of March A. D. 1949.

Notary Public for Oregon

My Commission Expires: ______________________

cc/ Oregon State Highway Department

Files

RECEIVED
FOR FILING

123-8305

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 28, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	16952	2882	3 & 4 Final	P. B. Doherty & Son	670.84	339382	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This is the payment I 'phoned you re. release. I find that the estimate voucher on this final has a deduction of 320.22 for "excess engineering costs due to failure of contractor to finish job within time specified." It was accepted September 14, 1948.

aaw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

NOTED ON CARD

12-2-48

RECEIVED
NOV 15 1948
FOR FILING

November 12, 1948

Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No. 2882, for rock production on the Jordan Creek-Rock Creek Section of I.O.N. Highway in Malheur County, has been completed by the contractor, F. B. Doherty and Son, and that final payment in the amount of $670.84 will be made on or after November 22, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $32,722.09, and that no force account work was performed therein. This contract was completed June 19 and accepted by the Commission September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
11-12-48 gl

RECEIVED
SEP 2
FOR FILING

123-8305

2882

September 24, 1948

P. B. Doherty and Son
3105 N. E. 55th Ave.
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 13, 1948, had under discussion your request for an extension of time of 324 days, from August 1, 1947 to June 19, 1948, within which to complete your contract No. 2882 for rock production on the Jordan Creek-Rock Creek Section of the I.O.N. Highway in Malheur County.

The Commission granted your request, with engineering penalty assessed from July 31, 1947 to the date of completion. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. G. Chidsey,
Division Engineer

N. G. Smith

NOTED ON CARD

9-24-48

RECEIVED
SEP - 1 1948
FOR FILING

123-8306
2682

August 30, 1948

Request for Extension of Time
No. 5
September 13 and 14 meeting.

Oregon State Highway Commission

Gentlemen:

Herewith a request from F. R. Doherty and Son for an extension of time from July 31, 1947 to June 19, 1948, on Contract 2682, Jordan Creek-Rock Creek Rock Production Project.

The contractor was very negligent in the prosecution of this contract which was awarded March 25, 1947. He did not actually start work until April 5, 1948, and the department was put to considerable expense because of lack of maintenance materials in this area.

I, therefore, recommend that this extension be granted, with engineering costs to be paid from July 31, 1947 to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

123-8305

Form E-1—6M—4-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

No. 11

For Week Ending June 26, 1948.

Section Jordan Creek - Rock Creek
Highway Idaho, Oregon, Nevada.
Contractor P.B. Doherty and Son
Date of contract March 25, 1947
Date work started April 5, 1948
Amount of contract $ 34,650.00

Kind of work Rock Production.
Section prefix 23-8305
Contract number 2882.
Date of completion July 31, 1947
Estimated date of completion July 1, 1948.
Per cent of time elapsed 347.5 %

Estimated cost of completed project, exclusive of engineering $ 35,350.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date, $ 800.00, 2.31 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor is through crushing rock and shaping Stock Pile Sites on this project. The crushing plant has been dismantled, but has not been moved off the site as yet.

The Stock Pile Sites have been remeasured, but have not been figured.

NOTED
H. W. LIBBY

RECEIVED
JUN 28 1948
OFFICE OF
CONSTRUCTION ENGINEER

435 of 128 days.

NOTED
E. M. BOOTH

Signed L.C. Johnson By J.E. Waterhouse
Address Box 402, Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			17,98		
Miles partially completed					
Miles completed			17,98		
Total estimated quantities			9,000 C.Y		
Estimated quantities moved or placed to date			9,000 C.Y		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

STATE PRINTING DEPT.

RECEIVED
JAN 7 1948
FOR FILING

123-8305

January 6, 1948

P. B. Doherty & Son
3105 N. E. 55th Avenue
Portland 13, Oregon

Gentlemen:

We are planning on oiling between Jordan Valley and McDermitt between May 7 and May 21, 1948. Your Jordan Creek Rock Production Contract No. 2882 had a time limit of July 31, 1947. We expected to use the material during the fall of 1947 but deferred it until 1948.

We cannot defer this oiling again beyond May 7, so please arrange your operations so that the rock is crushed prior to that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. C. Smith
Paul Van Scoy

RECEIVED
15 1947
FOR FILING
123-2595

October 8th, 1947

Mr. Karl V. Lively
The Aetna Casualty and Surety Company
301 Yeon Building
Portland 7, Oregon

Dear Sir:

I cannot recommend the subcontracting in its entirety of Contract No. 2882 from P. B. Doherty & Son to the N. A. Toole Construction Company for the reason that it is against the policy of the Highway Commission to permit brokerage of highway contracts. In this contract Mr. Doherty is taking a profit of $0.50 per cubic yard for performing no service to the State. He is already delinquent inasmuch as the time limit has expired and no work has been started.

Occasionally when a contractor has encountered unusual difficulties we have permitted him to transfer a contract to another party at his bid price or in excess of his bid price, but we have never permitted him in recent years to subcontract the entire work at a considerable profit to himself. In this case it must be assumed that the price Mr. Doherty bid represents the cost of doing the work and do not feel that Toole can do the work at any less cost than Doherty.

We do not believe that there are extenuating circumstances since Doherty had already been awarded Contract No. 2882 and was somewhat delinquent in moving onto the job when he accepted the subcontract with Babler Brothers. We do not feel that the material encountered on the Babler contract is any more difficult than anticipated or that Doherty could have anticipated any greater output.

Under the circumstances I am unwilling to agree to the subcontracting of this work.

Very truly yours,

NOTED
W. C. WILLIAMS

R. H. Baldock
State Highway Engineer

cc to: P. B. Doherty & Son
N. A. Toole Construction Co.
H. G. Smith

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
ATWATER 7381

PORTLAND 7, ORE.

September 26, 1947

REFERRED TO
Smith

Oregon State Highway Commission
Salem,
Oregon

Attention: R. H. Baldock, Engineer

Gentlemen:

RE: P. B. Doherty & Son
Contract No. 2882

Enclosed are five copies of a sub-contract agreement between P. B. Doherty and Son and N. A. Toole Construction Co. for doing work upon this contract. You no doubt are aware of the difficulties which P. B. Doherty has encountered upon his sub-contract with Babler Brothers which has prevented the contractor from getting to this work, and are also no doubt well acquainted with the sub-contractor whom it is supposed to sub-let the work.

This arrangement is satisfactory to us as surety upon this contract. If you desire to have any special consent by the Surety, please forward to us such forms as you wish in order that we may execute and return them to you.

We trust that this arrangement will be satisfactory to you and take care of an unfortunate situation which was quite unanticipated.

Very truly yours,

THE AETNA CASUALTY AND SURETY COMPANY

By Karl Lively
Resident Vice President

GCB-pa
encl

RECEIVED
SEP 29 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 28 1947
FOR FILING

123-8365

April 26, 1947

P. B. Doherty and Son
3105 N.E. 55th Avenue
Portland 13
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2282, which was awarded to you on March 25, 1947 by the State Highway Commission, covering the Jordan Creek-Rock Creek Section of the I. O. N. Highway, in Malheur County. This copy is for your records and files.

An executed copy is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAR 27 194
FOR FILING

12 3 - 8505

March 26, 1947

P. B. Doherty & Son
3105 Northeast 55th Avenue
Portland 13, Oregon

Gentlemen:

The State Highway Commission on Tuesday, March 25, awarded you the contract for the Jordan Creek-Rock Creek Rock Production Project on the I.O.N. Highway in Malheur County. This award was based on your low bid of $34,650.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

8-4206 Bridges over Pistol River & Elk Creek
Oregon Coast Hwy. 1947

#2883

RECEIVED
OCT 2 1947
FOR FILING

8-4206

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 22, 1947
Salem, Oregon

SUBJECT: Elk Creek and Pistol River Bridges.

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

All work on contract for painting bridges over Elk Creek and Pistol River was completed August 8, 1947. This is Contract No. 2883, J. S. Morris Co. Contractor.

Please get the acceptance of the Commission and authority to make final payment.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

WAR EC
cc W. A. Reeves

[illegible]
DATE August 26, 1947

RECEIVED
AUG 21 1947
FOR FILING

8-4206

August 20, 1947

United States Fidelity and Guaranty Co.
Mr. Elwyn A. Wride, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2883, covering painting of the Elk River and Pistol River Bridges on the Oregon Coast Highway, in Curry County, has been completed by the contractor, J.S.Morris Company, and that final payment in the amount of $2,707.60 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $6,790.00, and that no force account work was performed therein. This contract was completed on August 8,1947 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held next week.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
8-20-47

RECEIVED
APR 29 1947
FOR FILING

8-9 206

April 28, 1947

REGISTERED

J. S. Morris Co.
2439 Webster
Berkeley 5, Calif.

Gentlemen:

We are returning to you, herewith, Cashier's Checks numbers 910089 and 910090, which you submitted to the State Highway Commission on March 25, 1947, covering your bids as follows:

Contract #2883

Check No. 910090 in the amount of three hundred and sixty-five dollars ($365.00), drawn on the Coffman-Dobson Branch of the National Bank of Washington, covering the cleaning and painting of the bridge over the Pistol River and the bridge over Elk Creek on the Oregon Coast Highway in Curry County.

Check No. 910089 in the amount of six hundred and fifty dollars ($650.00), drawn on the Coffman-Dobson Branch of the National Bank of Washington, covering the cleaning and painting of the Necarney Creek Bridge and Nehalem River Bridge on the Oregon Coast Highway in Tillamook County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

w

2 Encls.
Cashier's ck #910089
" " #910090

RECEIVED
APR 28 1947
FOR FILING

April 26, 1947

J. S. Morris Co.
2439 Webster
Berkeley 5, Calif.

Gentlemen:

We are sending you today a fully executed copy of contract No. 2883 which was awarded to you on March 25, 1947, by the State Highway Commission, covering the painting of the Elk River and Pistol River Bridges on the Oregon Coast Highway in Curry County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

Recorded gl

RECEIVED
MAR 27 1947
FOR FILING

8-4206

March 26, 1947

J. S. Morris Co.
2439 Webster Street
Berkeley 5, California

Gentlemen:

The State Highway Commission on Tuesday, March 25, awarded you the contract for cleaning and painting the bridges over Pistol River and over Elk Creek on the Oregon Coast Highway in Curry County. This award was based on your low bid of $6,790.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

S-70(2) Nyssa (1st-7th) Sec., Old 1947
Oregon Trail Hwy.
#2884

RECEIVED
FOR FILING
ALASKA
MONTANA S-70(2)
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of agreement for Oregon Project S-70(2), Nyssa(7th St. - 1st St.) Section of the Old Oregon Trail Highway in Malheur County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

WASpr 7283

Oregon Federal Aid Secondary Project No. S-70(2)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement made on July 9, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-70(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $23,000.00 to $31,300.00 (without change in the estimated cost):

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-one thousand, three hundred and 00/100 dollars ($31,300.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty-one thousand, three hundred and 00/100 dollars ($31,300.00), which does not exceed the authorized Federal pro rata share of fifty-eight thousand, two hundred sixty and 95/100 dollars ($58,260.95), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

____
STATE HIGHWAY ENGINEER

Attest

____
SECRETARY

COMMISSIONER OF PUBLIC ROADS

By ______________________
Division Engineer
U. S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. S-70(2).

RECEIVED
FEB 25 1949
FOR FILING

S-70(2)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Nyssa (7th St.-1st St.) Section, Project No. S-70 (2).

The amount of Federal funds setup in the enclosed estimate conforms to the amount requested in the final voucher submitted a few days ago. Also, the funds requested do not exceed the programmed amount as setup in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-70 (2)

NYSSA (7th ST.-1st ST.) SECTION
OF THE OLD OREGON TRAIL IN MALHEUR COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 24, 1949

Type Code 620B
54' Pavement (Sta. 23+31 to 26+75)

All Required		Clearing and Grubbing (25%)		$ 25.00
80	cu. yds.	Removal of Walks and Driveways	$ 0.75	60.00
70	cu. yds.	Removal of Concrete Curbs and Gutters	0.50	35.00
140	cu. yds.	Structural Excavation, Unclassified	1.50	210.00
1,000	cu. yds.	General Excavation, Unclassified	0.50	500.00
2,750	yd. mi.	Truck Haul	0.10	275.00
All Required		Finishing Roadbed and Slopes (25%)		50.00
70	lin. ft.	8" Concrete Sewer Pipe	0.90	63.00
330	lin. ft.	24" Reinforced Concrete Sewer Pipe	4.00	1,320.00
1	only	Type "B" Manholes	200.00	200.00
2	only	Concrete Inlets	90.00	180.00
2	cu. yds.	Concrete Curbs	48.50	97.00
50	sq. yds.	Concrete Driveways	4.25	212.50
700	cu. yds.	3" - 0" Material in Base	1.20	840.00
160	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	480.00
20	M-gals.	Sprinkling	1.00	20.00
.07	mile	Preparation of Base	800.00	56.00
20	cu. yds.	3/4" - 0" Material in Binder Course	3.00	60.00
3	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	120.00
360	tons	Class "B" Asphaltic Concrete	7.50	2,700.00
				$7,503.50
			Lump Sum Reduction	139.00
			Subtotal	$7,364.50
			10% Engr. & Cont.	736.45
			Total	$8,100.95

Length	0.065 mile
Cost per mile	$124,630.00

Type Code 6201
55' Asphaltic Concrete Pavement (Sta. 26+75 to 39+62)

All Required		Clearing and Grubbing (60%)		$ 60.00
250	sq. yds.	Removal of Walks and Driveways	$ 0.75	187.50
100	lin. ft.	Removal of Concrete Curbs and Gutters	0.50	50.00
420	cu. yds.	Structural Excavation, Unclassified	1.50	630.00
5,400	cu. yds.	General Excavation, Unclassified	0.50	2,700.00
11,950	yd. mi.	Truck Haul	0.10	1,195.00
All Required		Finishing Roadbed and Slopes (60%)		120.00
640	lin. ft.	8" Concrete Sewer Pipe	0.90	576.00
700	lin. ft.	15" Concrete Sewer Pipe	2.10	1,470.00
750	lin. ft.	18" Concrete Sewer Pipe	2.50	1,875.00
4	only	Type "B" Manholes	200.00	800.00
14	only	Concrete Inlets	90.00	1,260.00
70	cu. yds.	Concrete Curbs	48.50	3,395.00
250	sq. yds.	Concrete Driveways	4.25	1,062.50
20	sq. yds.	Concrete Walks	3.50	70.00
3,000	cu. yds.	3" - 0" Material in Base	1.20	3,600.00
680	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	2,040.00
80	M-gals.	Sprinkling	1.00	80.00
.24	mile	Preparation of Base	800.00	192.00
90	cu. yds.	3/4" - 0" Material in Binder Course	3.00	270.00
12	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	480.00
1,550	tons	Class "B" Asphaltic Concrete	7.50	11,625.00
				$33,738.00
			Lump Sum Reduction	625.00
			Subtotal	$33,113.00
			10% Engr. & Cont.	3,311.30
			Total	$36,424.30

Length 0.243 mile
Cost per mile $149,894.23

Type Code 6201
48' Asphaltic Concrete Pavement (Sta. 39+62 to 44+30)

All Required		Clearing and Grubbing (15%)		$ 15.00
100	cu. yds.	Removal of Walks and Driveways	$ 0.75	75.00
80	cu. yds.	Structural Excavation, Unclassified	1.50	120.00
2,300	cu. yds.	General Excavation, Unclassified	0.50	1,150.00
5,000	yd. mi.	Truck Haul	0.10	500.00
All Required		Finishing Roadbed and Slopes (15%)		30.00
590	lin. ft.	8" Concrete Sewer Pipe	0.90	531.00
1	only	Type "B" Manholes	200.00	200.00

4	only	Concrete Inlets	$ 90.00	$ 360.00
22	cu. yds.	Concrete Curbs	48.50	1,067.00
220	sq. yds.	Concrete Walks	3.50	935.00
80	lin. ft.	3/4" Electrical Conduit	0.70	56.00
180	lin. ft.	1" Electrical Conduit	0.80	144.00
1	only	Metal Junction Boxes	16.00	16.00
All Required		Constructing Recesses for Traffic Control Markers		16.00
1,330	cu. yds.	3" - 0" Material in Base	1.20	1,596.00
320	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	960.00
30	M-gals.	Sprinkling	1.00	30.00
.09	mile	Preparation of Base	800.00	72.00
30	cu. yds.	3/4" - 0" Material in Binder Course	3.00	90.00
5	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	200.00
630	tons	Class "B" Asphaltic Concrete	7.50	4,725.00
				$12,723.00
			Lump Sum Reduction	236.00
			Subtotal	$12,487.00
			10% Engr. & Cont.	1,248.70
			Total	$13,735.70

Length .088 mile
Cost per mile $156,087.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
54' Pavement	$ 8,100.95	$ 4,352.00	$ 3,748.95
48' Pavement	36,424.30	19,569.00	16,855.30
55' Pavement	13,735.70	7,379.00	6,356.70
	$58,260.95	$31,300.00	$26,960.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JAN 28 1948
FOR FILING

S-10(2)

January 26, 1948

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1, Wash.

[redacted]

This to advise you that State Highway Contract No. 2884 for work on the Nyssa (1st St.-7th St.) Section of the Old Oregon Trail, in Malheur County, has been completed by the contractor, Stanley & Ehlen, and that final payment in the amount of $1,912.24 will be made on or after February 5, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $48,576.81, of which amount $119.49 is force account items. This contract was completed August 29 and accepted by the Commission October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
JAN 19 1948
FOR FILING

5-70 (2)

Salem, Oregon
January 16, 1948

Mr. S. H. Probert:

We hand you herewith copy of agreement with Stanley & Ehlen covering their claim for additional payment in the amount of $191.42 on contract No. 2884.

Stanley & Ehlen retained a fully executed copy of this agreement and the original has been filed in Mr. Glaisyer's office with State Highway Contract No. 2884.

L. H. Warfield

bb
cc: H. G. Smith

FORM E-90 25M 2-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you, for further handling, three copies of agreement with Stanley & Ehlen covering their claim for additional payment, in the amount of $191.42, on contract No. 2884.

Stanley & Ehlen retained a fully executed copy of the above agreement for their files, and the original has been filed in this office with State Highway Contract No. 2884.

Very truly yours

HBGlaisyer
Secretary

gl
encls. 3

Protests Office wants one copy –
HB

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 1947, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter referred to as the "State", party of the first part, and STANLEY AND EMLEN, a partnership, hereinafter referred to as the "Contractor", party of the second part;

WITNESSETH:

RECITALS:

1. The parties heretofore, to-wit: On the twenty-fifth day of March, 1947, entered into a written agreement identified in the Commission's files as Contract No. 2884, wherein and whereby the Contractor agreed to construct, pursuant to the plans and specifications incorporated in said agreement, four tenths mile of highway roadbed, concrete curbs, inlets, manholes, sewers, rock base and asphaltic pavement on the Nyssa (1st Street-7th Street) Section of the Old Oregon Trail in Malheur County, and the State in consideration of satisfactory performance of said work by the Contractor agreed to pay the Contractor compensation which was to be computed on the unit prices fixed in said contract.

2. After the Contractor entered upon the performance of said work he discovered for the first time that just prior to the award of the contract, the city authorities of Nyssa had installed some cross-street service pipes, which installations were made so close to the

street's surface as to interfere with the Contractor's operations.

3. Neither the State nor the Contractor had knowledge of the existence or the depth of said pipes prior to the call for bids or the award of the contract.

4. The Contractor contends that the presence of said pipes, and particularly the fact that they were installed so close to the surface of the pavement, increased the cost of the work covered by his contract, and that such increase was in nowise chargeable to the Contractor, and therefore the Contractor claims a right of reimbursement.

5. It appears that the installation of said pipes was necessary for the convenience of the inhabitants of the city, and it was concluded by the municipal authorities that they should be installed before the street was improved, which procedure it is conceded was proper, but the municipal authorities should have ascertained the character of the State's work before proceeding with the city's work.

6. The State Highway Engineer after study and examination of the claim has recommended that the same be allowed and paid in full.

7. The Commission after due consideration of the facts submitted and in reliance on the recommendation of the Engineer is of the opinion that the claim is just and regular and should, therefore, be paid.

NOW, THEREFORE, based upon the foregoing recitals, it is agreed by these parties as follows:

1. Based on the facts as set forth in the foregoing recitals, the Contractor has filed with the Commission its claim and has demanded payment of the same in the sum of One Hundred Ninety-One and 42/100 ($191.42) Dollars.

2. Said claim is composed of the following items:

7/26	Jay Sorensen, Patrol Operator	2 hrs.	at $1.75	$3.50	$
"	J. H. Harriman, Elevator Grader Operator	2 hrs.	" 1.50	3.00	
"	D. H. Cable, Caterpillar Operator	2 hrs.	" 1.50	3.00	
"	J. M. Rogers, Acting Foreman	4 hrs.	" 1.40	5.60	
"	F. O. Wagahoff, Labor	4 hrs.	" 1.15	4.60	$ 19.70
7/28	Ben Boone, Raker	4 hrs.	at $1.30	$5.20	
"	F. O. Wagahoff, Labor	4 hrs.	" 1.15	4.60	
"	J. M. Rogers, Acting Foreman	4 hrs.	" 1.40	5.60	$ 15.40
7/29	J. M. Rogers, Acting Foreman	2 hrs.	at $1.40	$2.80	
"	Ben Boone, Raker	2 hrs.	" 1.30	2.60	
"	F. O. Wagahoff, Labor	2 hrs.	" 1.15	2.30	$ 7.70
7/30	J. M. Rogers, Acting Foreman	3 hrs.	at $1.40	$4.20	
"	K. C. Bortles, Truck Driver	3 hrs.	" 1.30	3.90	
"	Alva Steele, Labor	3 hrs.	" 1.15	3.45	
"	Fred Wagahoff, Labor	3 hrs.	" 1.15	3.45	$ 15.00
8/2	J. M. Rogers, Acting Foreman	1 hr.	at $1.40	$1.40	
"	Alva Steele, Labor	1 hr.	" 1.15	1.15	
"	Jay Sorenson, Patrol Operator	1 hr.	" 1.75	1.75	$ 4.30
8/4	J. M. Rogers, Acting Foreman	4 hrs.	at $1.40	$5.60	
"	Ben Boone, Raker	4 hrs.	" 1.30	5.20	
"	Alva Steele, Labor	4 hrs.	" 1.15	4.60	
"	F. O. Wagahoff, Labor	4 hrs.	" 1.15	4.60	$ 20.00
8/5	J. M. Rogers, Acting Foreman	2 hrs.	at $1.40	$2.80	
"	P. M. Romayne, Patrol Operator	2 hrs.	" 1.50	3.00	
"	F. O. Wagahoff, Labor	2 hrs.	" 1.15	2.30	$ 8.10
	Total Labor				$ 90.20
	Add 15%				13.53

Workmens Compensation	on	$90.20	at	$4.50	$ 4.06	
State Unemployment	on	90.20	"	2.7%	2.44	
O. A. B. Tax	on	90.20	"	1.0%	.90	
Federal Unemployment	on	90.20	"	0.3%	.27	$ 7.67

Loss of time waiting for pipes to be repaired:

#D-7 Caterpillar Tractor & Elevating Grader	5 hrs. at	$9.56	$47.80	
#12 Patrols	6 hrs. "	5.37	32.22	$ 80.02
				$191.42

3. Said claim is allowed in full, and its payment authorized in the usual manner that other claims against the State Highway Funds are paid and disbursed.

4. The payment of said claim in said sum by the State and acceptance of the same by the Contractor shall constitute full and complete satisfaction of every and all claim or claims of every kind or character arising out of or in connection with said work in the way of or in the nature of additional compensation or damages.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

ATTEST:

/s/ Floyd Query
Secretary

APPROVED:

State Highway Engineer

APPROVED:
J. M. Devers
Chief Counsel

STATE OF OREGON, by and through
its State Highway Commission

/s/ By T. H. Banfield
As Chairman

/s/ By A. W. Schaupp
As Commissioner

/s/ By Ben R. Chandler
As Commissioner
Party of the First Part

ATTEST:

/s/ Mark J. Gibson

STANLEY AND EHLEN

/s/ By C. M. Stanley

/s/ By C. M. Ehlen

JMB:avh
11/21/47

RECEIVED
JAN 15 1948
FOR FILING

S-70(2)

Salem, Oregon
January 13, 1948

Mr. R. H. Baldock

Herewith I hand you, for further handling, three copies of agreement with Stanley & Ehlen covering their claim for additional payment, in the amount of $191.42, on contract No. 2884.

Stanley & Ehlen retained a fully executed copy of the above agreement for their files, and the original has been filed in this office with State Highway Contract No.2884.

Very truly yours

Secretary

gl
encls. 3

RECEIVED
JAN 9 1948
FOR FILING

S-70 (2)

2884

Salem, Oregon
January 9, 1948

Mr. H. G. Smith

The Commission has approved the payment in the amount of $191.42 to Stanley & Ehlen as additional payment on their contract on the Nyssa Section of the Old Oregon Trail Highway in Malheur County.

W. C. Williams

WCW/ds

cc - S. H. Probert

RECEIVED
JAN 28 1948
FOR FILING

S-10 (2)

4m
12-29-47

1-8-48

Stanley & Ehlen
2901 Main St.
Boise
Idaho

Gentlemen:

We enclose herewith the original and one copy of an agreement with the State Highway Commission providing for additional payment to you, in the amount of $191.42, on State Highway Contract No. 2884 for paving on the Nyssa (1st St.-7th St.) Section on the Old Oregon Trail in Malheur County.

This agreement was approved and executed by the Highway Commission on December 30, 1947 and is now ready for your signature. Please return the original copy to this office for filing with your contract No. 2884.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encls. 2

RECEIVED
17 1947
FOR FILING

5-70 (2)

December 15, 1947

Oregon State Highway Commission

Gentlemen:

At the Commission Meeting of December 29 and 30 there will be before you for consideration an agreement covering the claim of Stanley and Ehlen, contractor on the Nyssa Section, 024 Oregon Trail, for additional payment in the amount of $101.42.

The contractor bases his claim on the fact that the City of Nyssa, subsequent to the award of the contract, installed some water pipes across the street on which the highway is located. This was an oversight on the part of the City as they should have contacted the State's representative before proceeding with the work.

Investigation has been made and it has been determined that the contractor was put to additional expense in the amount of $101.42 by reason of the location of the pipes.

I recommend approval of this claim.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:bb

FORM E-30 25M 8-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21, 1947

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Mr. Smith:

I have prepared a little agreement covering the claim of Stanley and Ehlen as requested by you, and I attach five copies which I have approved. If you find these satisfactory, will you pass them on to the proper parties so that they may get to the Commission for consideration and execution next week?

Yours very truly,

J M Devers

J. M. DEVERS

JMD:avh

RECEIVED
NOV 21 1947

RECEIVED
FOR FILING

S-20 (2)

Cross Referenced To

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$	CHECK
S	ACCOUNTING INFORMATION
F	TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 9 19 47

To STANLEY & EHLEN

Care of or Apt. No.

Street and No. 2901 MAIN STREET

Place BOISE, IDAHO

WARRANTS FOR NYSSA AND ONTARIO PROJECTS MAILED TO YOU TODAY.

R. H. BALDOCK

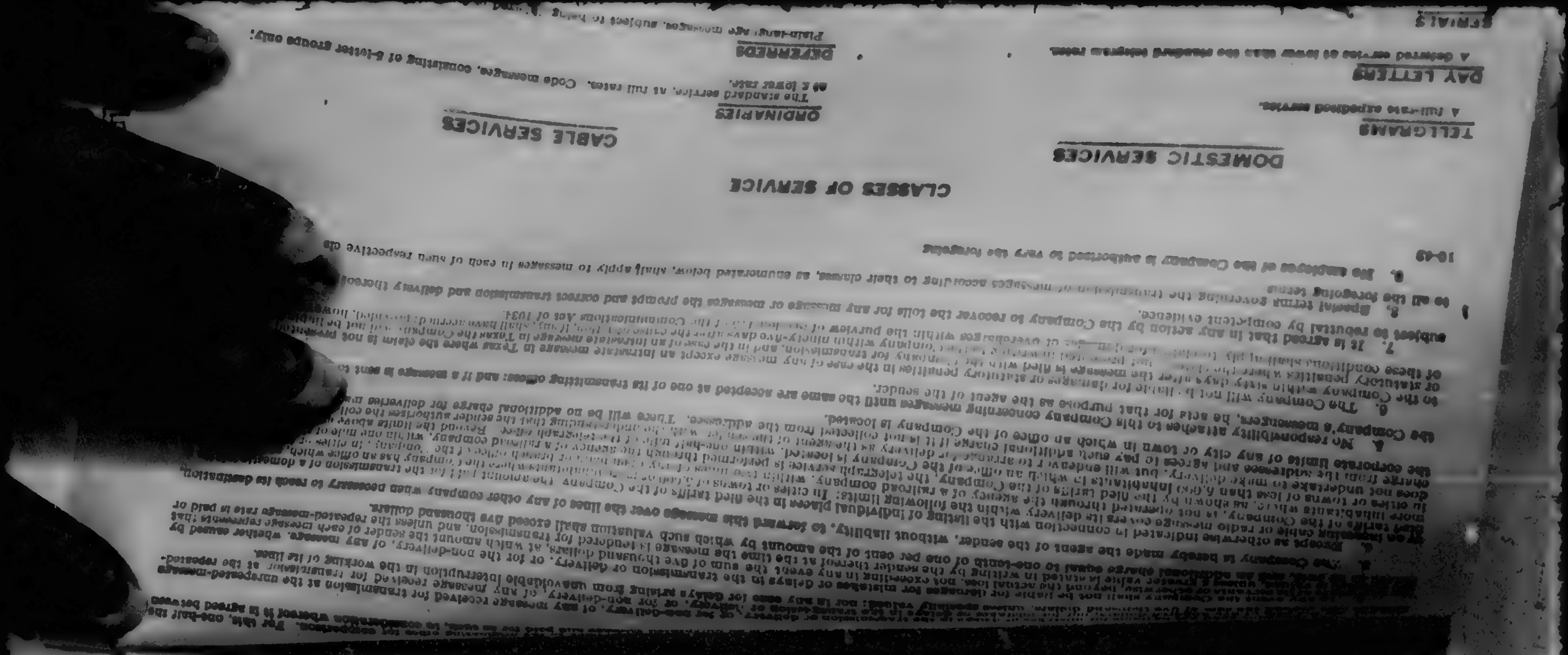
Sender's name and address
(For reference only)

Sender's telephone number

Sept. estimate payments released this a.m.

.EHLEN

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE



CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAMS
A full-rate expedited service.

DAY LETTERS
A deferred service at lower than the standard telegram rates.

SERIALS

CABLE SERVICES

ORDINARIES
The standard service, at full rates. Code messages, consisting of 5-letter groups only, at a lower rate.

DEFERREDS
Plain-language messages, subject to being

1

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

(15)

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA110 PD=BOISE IDA 9 1255P 1947 OCT 9 PM 12 18

OREGON STATE HIGHWAY COMMISSION=
ATTN MR SMITH CONSTRUCTION ENGINEER SM=

WHEN CAN WE EXPECT WARRANTS AUGUST ESTIMATES NYSSA ONTARIO JOBS=

STANLEY & EHLEN.

No August warrants being held.
Sept estimate payments released this a.m.

.EHLEN=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
SEP 29 1947
FOR FILING

S-70(2)

2384

September 29, 1947

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Stanley & Ehlen a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2884. for paving on the Nyssa (1st St. 7th St.) Section of the Old Oregon Trail Highway in Malheur County. This payment, which is in the amount of $19,965.63, reduces the amount of the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,443.23. The present payment to the contractor will be made on or after October 9, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because our records show that the United Pacific Insurance Company is surety on the bond furnished by Stanley & Ehlen, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary.

cm.

9-29-47 jc

Form E-1—6M—4-47

S-70 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

No. 19

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 27, 1947

Section Nyssa (1 st St. - 7th St.)

Kind of work Paving

Highway Old Oregon Trail

Section prefix 23 - 1105

Contractor Stanley and Ehlen

Contract number 2884.

Date of contract March 25, 1947

Date of completion September 30, 1947

Date work started May 13, 1947

Estimated date of completion August 29, 1947

Amount of contract $ 53,078.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 52,500.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 3,150.00 5.93 %

Date project was completed August 29, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party working on Semi Final Estimate.

Semi Final Estimate about complete. Data for P.R. Form # 47, Data f or cement adjust ment, a nd data for Extra Work orders lacking. Have sent to Contra ctor for this information.

NOTED
H. G. SMITH

SEP 29 1947

NOTED
E. A. [illegible]

Signed L. C. Johnson

Address Box 402, Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.4	0.4		0.4	0.4
Miles partially completed	0.4	0.4		0.4	0.4
Miles completed	0.4	0.4		0.4	0.4
Total estimated quantities	8,700 C.Y	6,800 C.Y		20 Tons	2,540 Tons
Estimated quantities moved or placed to date	7,523.3 C.Y	4,724 C.Y		19.76 Tons	2,404.25 Tons
Average daily quantities	69 C.Y	43.3 C.Y		0.18 Tons	22.06 Tons
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Showers		
Friday	Warm		
Saturday	Warm		

STATE PRINTING DEPT.

RECEIVED
SEP 10 1947
FOR FILING

S-70(2)

#2884

September 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 29, 1947, on Contract No. 2884, Nyssa (1st St.-7th St.) Section in connection with Federal Aid Project No. S-70 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:SM

RECEIVED
AUG 11 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July 28, 1947

S-70(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-70(2)
Nyssa Section of
The Old Oregon Trail

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

WHLynch
W. H. LYNCH
Division Engineer

Encl.

RECEIVED
JUL 29 1947
OREGON
STATE HIGHWAY COMMISSION

Lon

Form PR 2 (Revised 1940)

State OREGON WA8 pr 7283

Federal Aid Secondary

Project No. S-79(2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of July, 1947,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of March, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-three thousand and 00/100 dollars ($23,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 25+31 near the intersection of First St. and Main St. and survey station 44+30 near the intersection of Dover Ave. and Seventh St., without exception, all in Nyssa.

, length 0.396 miles, in Malheur County, being Oregon Federal Aid / Secondary project No. S-70(2), consisting of 0.396 miles of roadway and no bridges, each of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED
JUL 21 1947
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-three thousand and 00/100 dollars ($23,000.00), which does not exceed the authorized Federal pro rata share of fifty-eight thousand, two hundred sixty and 95/100 dollars ($58,260.95), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest H B Glaisyer Jr
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 21 1947
OREGON DISTRICT

RECEIVED
JUN 13 1947
FOR FILING

S-70-2

June 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the Nyssa (7th St.-1st St.) Section, Project No. S-70 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:EM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-70 (2)

NYSSA (7th ST.-1st ST.) SECTION OF THE
OLD OREGON TRAIL IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 28, 1947

54' Pavement (Sta. 23+31 to 26+75)

All Required		Clearing and Grubbing (25%)		$ 25.00
80	cu. yds.	Removal of Walks and Driveways	$ 0.75	60.00
70	cu. yds.	Removal of Concrete Curbs and Gutters	0.50	35.00
140	cu. yds.	Structural Excavation, Unclassified	1.50	210.00
1,000	cu. yds.	General Excavation, Unclassified	0.50	500.00
2,750	yd. mi.	Truck Haul	0.10	275.00
All Required		Finishing Roadbed and Slopes (25%)		50.00
70	lin. ft.	8" Concrete Sewer Pipe	0.90	63.00
330	lin. ft.	24" Reinforced Concrete Sewer Pipe	4.00	1,320.00
1	only	Type "E" Manholes	200.00	200.00
2	only	Concrete Inlets	90.00	180.00
2	cu. yds.	Concrete Curbs	48.50	97.00
50	sq. yds.	Concrete Driveways	4.25	212.50
700	cu. yds.	3" - 0" Material in Base	1.20	840.00
160	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	480.00
20	M-gal.	Sprinkling	1.00	20.00
.07	mile	Preparation of Base	800.00	56.00
20	cu. yds.	3/4" - 0" Material in Binder Course	3.00	60.00
3	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	120.00
360	tons	Class "B" Asphaltic Concrete	7.50	2,700.00
				$ 7,503.50
		Lump Sum Reduction		139.00
		Subtotal		$ 7,364.50
		10% Engr. & Cont.		736.45
		Total		$ 8,100.95

Length	0.065 mile
Cost per mile	$124,630.00

35' Asphaltic Concrete Pavement (Sta. 26+75 to 39+62)

All Required		Clearing and Grubbing (60%)		$ 60.00
250	sq. yds.	Removal of Walks and Driveways	$ 0.75	187.50
100	lin. ft.	Removal of Concrete Curbs and Gutters	0.50	50.00
420	cu. yds.	Structural Excavation, Unclassified	1.50	630.00
5,400	cu. yds.	General Excavation, Unclassified	0.50	2,700.00
11,950	yd. mi.	Truck Haul	0.10	1,195.00
All Required		Finishing Roadbed and Slopes (60%)		120.00
640	lin. ft.	8" Concrete Sewer Pipe	0.90	576.00
700	lin. ft.	15" Concrete Sewer Pipe	2.10	1,470.00
750	lin. ft.	18" Concrete Sewer Pipe	2.50	1,875.00
4	only	Type "B" Manholes	200.00	800.00
14	only	Concrete Inlets	90.00	1,260.00
70	cu. yds.	Concrete Curbs	48.50	3,395.00
250	sq. yds.	Concrete Driveways	4.25	1,062.50
20	sq. yds.	Concrete Walks	3.50	70.00
3,000	cu. yds.	3" - 0" Material in Base	1.20	3,600.00
680	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	2,040.00
80	M-gals.	Sprinkling	1.00	80.00
.24	mile	Preparation of Base	800.00	192.00
90	cu. yds.	3/4" - 0" Material in Binder Course	3.00	270.00
12	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	480.00
1,550	tons	Class "B" Asphaltic Concrete	7.50	11,625.00
				$33,738.00
			Lump Sum Reduction	625.00
			Subtotal	$33,113.00
			10% Engr. & Cont.	3,311.30
			Total	$36,424.30

Length 0.243 mile

Cost per mile $149,894.23

48' Asphaltic Concrete Pavement (Sta. 39+62 to 44+70)

All Required		Clearing and Grubbing (15%)		$ 15.00
100	cu. yds.	Removal of Walks and Driveways	$ 0.75	75.00
80	cu. yds.	Structural Excavation, Unclassified	1.50	120.00
2,300	cu. yds.	General Excavation, Unclassified	0.50	1,150.00
5,000	yd. mi.	Truck Haul	0.10	500.00
All Required		Finishing Roadbed and Slopes (15%)		30.00
590	lin. ft.	8" Concrete Sewer Pipe	0.90	531.00
1	only	Type "B" Manholes	200.00	200.00
4	only	Concrete Inlets	90.00	360.00
22	cu. yds.	Concrete Curbs	48.50	1,067.00

220	sq. yds.	Concrete Walks		
80	lin. ft.	3/4" Electrical Conduit	$ 3.50	$ 935.00
180	lin. ft.	1" Electrical Conduit	0.70	56.00
1	only	Metal Junction Boxes	0.80	144.00
All Required		Constructing Recesses for Traffic Control Markers	16.00	16.00
1,330	cu. yds.	3" - 0" Material in Base		16.00
320	cu. yds.	3/4" - 0" Material in Base and Shoulders	1.20	1,596.00
30	M-gals.	Sprinkling	3.00	960.00
.09	mile	Preparation of Base	1.00	30.00
30	cu. yds.	3/4" - 0" Material in Binder Course	800.00	72.00
5	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	3.00	90.00
			40.00	200.00
630	tons	Class "B" Asphaltic Concrete	7.50	4,725.00

	$12,723.00
Lump Sum Reduction	236.00
Subtotal	$12,487.00
10% Engr. & Cont.	1,248.70
Total	$13,735.70

Length .088 mile
Cost per mile $156,087.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
54' Pavement	$ 8,100.95	$ 3,198.00	$ 4,902.95
4"* Pavement	36,424.30	14,379.00	22,045.30
55' Pavement	13,735.70	5,423.00	8,312.70
	$58,260.95	$23,000.00	$35,260.95

State Funds for Construction: Chap. 175, Laws 1917; Chap. 51, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

March 11, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 25 for the Nyssa (1st St.-7th St.) Section, which page contains a revised specification under the subhead "Control of Grade and Line."

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-70 (2)

NYSSA (1st ST.-7th ST.) SECTION OF THE

OLD OREGON TRAIL IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 5, 1947

54' Pavement (Sta. 23+31 to 26+75)

All Required		Clearing and Grubbing (25%)		$ 250.00
80	cu. yds.	Removal of Walks and Driveways	$ 0.50	40.00
70	cu. yds.	Removal of Concrete Curbs and Gutters	0.30	21.00
140	cu. yds.	Structural Excavation, Unclassified	2.50	350.00
1,000	cu. yds.	General Excavation, Unclassified	0.60	600.00
2,750	yd. mi.	Truck Haul	0.20	550.00
All Required		Finishing Roadbed and Slopes (25%)		250.00
70	lin. ft.	8" Concrete Sewer Pipe	0.80	56.00
330	lin. ft.	24" Reinforced Concrete Sewer Pipe	6.00	1,980.00
1	only	Type "H" Manholes	150.00	150.00
2	only	Concrete Inlets	35.00	70.00
2	cu. yds.	Concrete Curbs	40.00	80.00
50	sq. yds.	Concrete Driveways	3.00	150.00
700	cu. yds.	3" - 0" Material in Base	2.50	1,750.00
160	cu. yds.	3/4" - 0" Material in Base and Shoulders	4.00	640.00
20	M-gals.	Sprinkling	3.00	60.00
.07	mile	Preparation of Base	200.00	14.00
20	cu. yds.	3/4" - 0" Material in Binder Course	5.00	100.00
3	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	120.00
360	tons	Class "B" Asphaltic Concrete	8.00	2,880.00

Subtotal	$ 10,111.00
10% Engr. & Cont.	1,011.10
Total	$ 11,122.10

Length	.065 mile
Cost per mile	$171,786.15

55' Asphaltic Concrete Pavement (Sta. 26+75 to 39+62)

All Required		Clearing and Grubbing (60%)		$ 600.00
250	sq. yds.	Removal of Walks and Driveways	$ 0.50	125.00
100	lin. ft.	Removal of Concrete Curbs and Gutters	0.30	30.00
420	cu. yds.	Structural Excavation, Unclassified	2.50	1,050.00
5,400	cu. yds.	General Excavation, Unclassified	0.60	3,240.00
11,950	yd. mi.	Truck Haul	0.20	2,390.00
All Required		Finishing Roadbed and Slopes (60%)		600.00
640	lin. ft.	8" Concrete Sewer Pipe	0.80	512.00
700	lin. ft.	15" Concrete Sewer Pipe	1.50	1,050.00
750	lin. ft.	18" Concrete Sewer Pipe	2.50	1,875.00
4	only	Type "B" Manholes	150.00	600.00
14	only	Concrete Inlets	35.00	490.00
70	cu. yds.	Concrete Curbs	40.00	2,800.00
250	sq. yds.	Concrete Driveways	3.00	750.00
20	sq. yds.	Concrete Walks	2.50	50.00
3,00	cu. yds.	3" - 0" Material in Base	2.50	7,500.00
680	cu. yds.	3/4" - 0" Material in Base and Shoulders	4.00	2,720.00
80	M-gals.	Sprinkling	3.00	240.00
.24	mile	Preparation of Base	200.00	48.00
90	cu. yds.	3/4" - 0" Material in Binder Course	5.00	450.00
12	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	480.00
1,550	tons	Class "B" Asphaltic Concrete	8.00	12,400.00
			Subtotal	$ 40,000.00
			10% Engr. & Cont.	4,000.00
			Total	$ 44,000.00

Length 0.243 mile
Cost per mile $181,069.95

48' Asphaltic Concrete Pavement (Sta. 39+62 to 44+30)

All Required		Clearing and Grubbing (15%)		$ 150.00
100	cu. yds.	Removal of Walks and Driveways	$ 0.50	50.00
80	cu. yds.	Structural Excavation, Unclassified	2.50	200.00
2,300	cu. yds.	General Excavation, Unclassified	0.60	1,380.00
5,000	yd. mi.	Truck Haul	0.20	1,000.00
All Required		Finishing Roadbed and Slopes (15%)		150.00
590	lin. ft.	8" Concrete Sewer Pipe	0.80	472.00
1	only	Type "B" Manholes	150.00	150.00
4	only	Concrete Inlets	35.00	140.00
22	cu. yds.	Concrete Curbs	40.00	880.00

220	sq. yds.	Concrete Walks	$ 2.50	$ 550.00
80	lin. ft.	3/4" Electrical Conduit	0.60	48.00
180	lin. ft.	1" Electrical Conduit	1.00	180.00
1	only	Metal Junction Boxes	30.00	30.00
All Required		Constructing Recesses for Traffic Control Markers		50.00
1,330	cu. yds.	3" - 0" Material in Base	2.50	3,325.00
320	cu. yds.	3/4" - 0" Material in Base and Shoulders	4.00	1,280.00
30	M-gals.	Sprinkling	3.00	90.00
.09	mile	Preparation of Base	200.00	18.00
30	cu. yds.	3/4" - 0" Material in Binder Course	5.00	150.00
5	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	200.00
630	tons	Class "B" Asphaltic Concrete	8.00	5,040.00
			Subtotal	$15,533.00
			10% Engr. & Cont.	1,553.30
			Total	$17,086.30

Length .088 mile
Cost per mile $194,162.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
54' Pavement	$11,122.10	$ 3,543.00	$ 7,579.10
48' Pavement	44,000.00	14,015.00	29,985.00
55' Pavement	17,086.30	5,442.00	11,644.30
	$72,208.40	$23,000.00	$49,208.40

NYSSA (1st ST.-7th ST.) SECTION

PROJECT NO. S-70 (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 5, 1947

RECEIVED
MAY 20 1947
FOR FILING

S-70(2)

May 14, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 12, 1947, on Contract No. 2884, Nyssa (1st Street-7th Street) Section in connection with Federal Aid Project No. S-70 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:SM

RECEIVED
APR 29 1947
FOR FILING

S-70(2)

April 26, 1947

Stanley & [redacted]
2901 Main [redacted]
Boise
Idaho

Gentlemen:

We enclose herewith fully executed copies of State Highway Contracts which were awarded to you on March 25, 1947 by the Highway Commission, as follows:

> Contract No. 2884, covering the Nyssa (1st St.-7th St.) Section of the Old Oregon Trail, in Malheur County.
>
> Contract No. 2885, covering the Ontario (S.E. 1st St.-S.E. 12th St.) Section of the Old Oregon Trail, in Malheur County.

These copies are for your records and files.

An executed copy of each contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

FORM 5-1237 5M 5-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
MAR 29 1947
FOR FILING

March 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Attached hereto are four copies each of two encroachment resolutions for Federal Aid Project No. S-70 (2), Old Oregon Trail and Nyssa-Adrian Highways in Nyssa. These resolutions were adopted by the City Council of Nyssa on March 21, 1947.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

Ron

RECEIVED
MAR 27 1947
FOR FILING

S-20-2

March 26, 1947

Stanley & Uhlen
2901 Main Street
Post Office Box 1605
Boise, Idaho

Gentlemen:

The State Highway Commission on Tuesday, March 25, awarded you the contracts for grading and paving on the Nyssa (1st Street-7th Street) Section of the Old Oregon Trail and for pavement widening on the Ontario (S.W. 1st Street-S.E. 12th Street) Section of the Old Oregon Trail, both projects being in Malheur County. This award was based on your low combination bid of $135,441.90 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. E. Probert

RECEIVED
APR 4 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

800 BEDELL BUILDING
PORTLAND 5, OREGON

S-70(2)

March 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Federal Aid Secondary Project No. S-70(2), Nyssa (1st Street - 7th Street) Section of the Old Oregon Trail, to Stanley & Ehlen, Boise, Idaho, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAR 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 13 1947
FOR FILING

S-70 (2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND [illegible], OREGON

March 7, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-70(2), Nyssa (First Street - Seventh Street) Section of the Old Oregon Trail, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

P. M. Davis
P. M. DAVIS
District Engineer.

RECEIVED
MAR 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

23-1106 Ontario (S.W.1st-S.W.12th) Sec.
Old Oregon Trail Hwy. 1947

#2885

RECEIVED
DEC 20 1948
FOR FILING

23-1106

2885

Mrs. Lewis

December 15, 1948

Gallagher & Gallagher
Ontario
Oregon

Gentlemen:

We acknowledge with thanks your letter of December 13 advising that the claim of the Ontario Sand and Gravel Company against Stanley and Ehlen's Contract No. 2885 has been settled in full, based upon a compromise between the two parties involved.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-15-48 gk

Mrs. Lewis

December 15, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

This is to advise you that we have today received a letter from Gallagher and Gallagher, Ontario, Oregon, advising us that the claim of the Ontario Sand and Gravel Company against Stanley and Ehlen, Contract No. 2865, has been compromised between the two parties and settlement has been made in full, based upon the compromise.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jo Stroyan
Board of Trade Building
Portland 4, Oregon

Stanley and Ehlen
Post Office Box 1605
Boise, Idaho

NOTED ON CARD
12-15-48 g(

J. GALLAGHER
MARTIN P. GALLAGHER

GALLAGHER & GALLAGHER
LAWYERS
ONTARIO, OREGON

December 13, 1948

2885

Oregon State Highway Commission
Salem, Oregon

Gentlemen: RE: Ontario Sand & Gravel Co. vs
Stanley-Ehlen Contractors.

Our attention has been called to the fact that your commission has not been advised that there has been a settlement effected in the above matter. Some question arose under your contract #2885 as to the amount due from Stanley-Ehlen to the Ontario Sand & Gravel Co. The Company has since compromised and settled this matter and have received full payment based upon the compromise.

Very truly yours,

Martin P. Gallagher
OF GALLAGHER & GALLAGHER

MPG:sd

CC: J. F. Martin
Attorney at Law
Idaho Building
Boise, Idaho

United Pacific Ins. Co.
Portland, Oregon

REFERRED TO
[illegible]
BY SECRETARY

12-15-48 [illegible]

RECEIVED
DEC 15 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

[illegible] cc [illegible]

RECEIVED
DEC 1

23-1112

December 11, 1948

REFERRED TO
BY SECRETARY

NOTED
H. B. GLAISYER

COPY

Messrs. Gallagher and Gallagher
Attorneys at Law
Ontario, Oregon

Attention Mr. M.P. Gallagher
Re: Stanley-Ehlen contractors
Ontario Sand and Gravel Company claimant

Gentlemen:

On October 26th I mailed to you checks in harmony with our agreement for the settlement of the disputed claim of the Ontario Sand and Gravel Company against Stanley-Ehlen, under Oregon State Highway Commission Contract No. 2865.
These checks were cashed but the Oregon State Highway Commission advises my client that you have not advised it that the claim has been settled, nor have you released the retention money held by the Commission.

Will you be kind enough to so advise the Oregon State Highway Commission at Salem, so this matter can be closed out.

Yours very truly,

J. F. Martin

JFM/g
cc Oregon State Highway Commission, Salem, Oregon
cc United Pacific Insurance Company, Portland, Oregon
Stanley-Ehlen Company, Boise, Idaho

NOTED ON CARD

RECEIVED
DEC 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 9 1948
FOR FILING

23-1106

2885

F.103

December 8, 1948

Stanley & Ehlen, Contractors
P. O. Box 1605
Boise, Idaho

Attention: Mr. C. N. Ehlen

Gentlemen:

I received in today's mail your letter of December 6, 1948, transmitting signed final Estimate No. 6 and 7 in connection with your contract, No. 2885, with the Highway Commission for construction of the Ontario project. I have forwarded the estimate to the Accounting Division to place in line for payment.

In the second paragraph of your letter you mention the claim of the Ontario Sand and Gravel Company filed on October 24, 1947, and you state that this claim was settled by your attorneys on October 26 and that a certain letter with respect to this settlement was sent to this office.

A thorough search has been made of our records, and we fail to find any such letter, so insofar as this department is concerned, the claim still remains unsettled in our records. If the claim has been paid, we certainly would like to have information to that effect from the Ontario Sand and Gravel Company which will enable us to clear our records and authorize release of the final warrant to you. The matter of payment of the final estimate will be expedited upon receipt of this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. Floyd Query
Mr. J. H. Stemmer

NOTED ON CARD

12-8-48

[illegible]ING • ROAD O[illegible]NG • CEMENT WORK • BRIDGE AND BUILDING CONSTRUCTION

STANLEY & EHLEN

A. B. STANLEY
C. M. EHLEN

P. O. BOX 1605 • PHONE 4519,

Contractors

2901 MAIN ST. • BOISE, IDAHO

December 6, 1948.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Enclosed is the signed Estimate No. 6 & 7 Final of the Ontario (S.W. 1st St- S. W/ 12th St. under Contract No. 2885, accompanied by our signed affadavit that all claims for labor, materials, provisions and supplies furnished on this work have been fully paid.

A claim against this job was filed by the Ontario Sand & Gravel Co., on October 24th, 1947. This disputed claim in the amount of $2703.77 was settled by our attorneys on October 26th; and the letter accompanying the settlement to Gallagher & Gallagher, attorneys of Ontario was sent to your office and to the office of the United Pacific Insurance Co., of Portland, Oregon.

Yours very truly,

STANLEY & EHLEN

C M Ehlen

By C. M. Ehlen.

cc/ Mr. J. F. Stommer,
United Pacific Insurance Co.

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 30 1947
FOR FILING

ROAD O[illegible]NG • CEMENT WORK • BRIDGE AND BUILDING CONSTRUCTION

A. D. STANLEY
C. M. EHLEN

STANLEY & EHLEN

Contractors

P. O. BOX 1605 • PHONE 4619

2901 MAIN ST. • BOISE, IDAHO

1

23-1106

December 18, 1947.

Mr. H. R. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

DearMr. Glaisyer:

Thanks for your letter of December 8th regarding the Ontario Sand and Gravel Company claim against the Ontario pavment widening project; Contract No. 2885. It is entirely satisfactory to withhold payment on the final estimate until this dispute is satisfactorily settled. On settlement we will sign and submit to your department the final estimate that we are holding in our office.

As yet we have not received the final estimate on the Nyssa Section for pavement widening, Contract No. 2884. This contract was completed prior to the Ontario section. We would greatly appreciate receiving this estimate to gain information for our books prior to the year-end.

Yours very truly,

STANLEY & EHLEN

CMEhlen

By C. M. Ehlen.

RECEIVED
DEC 22 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1947
FOR FILING

23-1106

December 15, 1947

Stanley & Ehlen
2901 Main Street
Boise, Idaho

Attention: Mr. G. M. Ehlen

Dear Mr. Ehlen:

This acknowledges your letter of December 8 regarding the claim of the Ontario Sand and Gravel Company against you in connection with your contract, No. 2885, for pavement widening on the Ontario Section of the Old Oregon Trail.

In view of the circumstances it has been thought best that final payment in connection with this job not be released until this claim has been satisfactorily disposed of. Our Auditing Department has been instructed accordingly.

You need feel no embarrassment by reason of having had this claim filed against you. We feel certain that it will be settled satisfactorily.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 12/16

PAVING • ROAD O[illegible]ING • CEMENT WORK • BRIDGE AND BUILDING CONSTRUCTION

A. D. STANLEY
C. M. EHLEN

STANLEY & EHLEN *Contractors*

P. O. BOX 1605 • PHONE 4619 2901 MAIN ST. • BOISE, IDAHO

December 8, 1947.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We have just received the Oregon State Highway Commission Estimate 6 & 7 Final on the Ontario (S.W. 1st St - S. W. 12th St.) Contract 2885 under date of December 2nd. Also your certification form that all labor, materials, etc., have been paid for on this job. It will be impossible to execute this certification as there is a dispute between ourselves and the Ontario Sand and Gravel Co., of Ontario; and a claim has been filed by them against this job. All other accounts have been paid in full when due.

For your information and record, I will explain the disputed claim: Our check for $1799.99, No 3037, of September 19th was sent in settlement of our account with the Ontario Sand and Gravel Co. It was returned. This check was for rentals and material at prices agreed on beforethe work started. Truck rentals were paid in accordance with the agreement, and on a like scale with which all other trucks were hired and paid. Additional truck compensation is asked by this firm, on a higher than our rate. A dispute exists on extra mile-yard haul on ready-mixed concrete by this firm.

This firm withdrew cement from our allottment of pre-tested cement for their own use and refuse to reimburse us, or credit us, with this cement according to our, or the suppliers records.

Attorneys representing both firms have conferred and it is our hope that the matter can be settled without litigation. In the event the matter goes to court we have counter claims which will be filed.

This is the first claim ever filed against our firm, or the principals. Our bills are discounted, where allowed, and paid on the 10th of each month. We justly feel embarrased that in the first work we have done in your state such an uncalled-for filing should have been made. We sincerely hope that this proceeding will not marr our reputation with your commission in bidding any work in the future.

Yours very truly,

STANLEY & EHLEN

C M Ehlen

By C. M. Ehlen.

RECEIVED
DEC 10 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 17 1947
FOR FILING

23-1106

December 15, 1947

#2885

Gallagher & Gallagher
Lawyers
Ontario, Oregon

Attention: Mr. Martin P. Gallagher

Dear Mr. Gallagher:

This acknowledges your letter of December 9 in reply to mine of December 5 concerning final payment to Stanley & Ehlen, contractors for pavement widening on the Ontario Section (S. W. 1st Street-S. W. 12th Street) of the Old Oregon Trail, Malheur County.

Our Auditing Department is being instructed to withhold final payment in connection with this job until arrangements have been made to satisfy the claims that are outstanding against this work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 12/16

cc - Stanley & Ehlen
2901 Main Street
Boise, Idaho

United Pacific Insurance Co.
Medical Arts Building
Tacoma 1, Washington

United Pacific Insurance Co.
Jo Streyen, Agent
Board of Trade Building
Portland 4, Oregon

P. J. GALLAGHER

MARTIN P. GALLAGHER

GALLAGHER & GALLAGHER
LAWYERS
ONTARIO, OREGON

December 9, 1947

Mr. H. B. Glaisyer
Secretary of Oregon State
Highway Commission
Salem, Oregon

Re: Ontario Sand & Gravel Co.
vs. Stanley & Ehlen

Dear Mr. Glaisyer:

We have your letter of December 5, relative to making final payment on State Highway Contract No. 2885.

Please be advised that we have attempted to settle the claim of the Ontario Sand and Gravel Co. with Stanley and Ehlen, but find that it is impossible.

We are now preparing a complaint against Stanley and Ehlen and the surety company to recover on our claim. We will have the complaint filed within the next week or ten days. We trust that the funds will not be disbursed until a judgment is entered, if that is your practice.

If there is anything further for us to do as far as your commission is concerned, we would be glad to be advised.

Very truly yours,

Martin P. Gallagher

MPG/js

of GALLAGHER & GALLAGHER

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 10 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1947
FOR FILING

23-1176

December 5, 1947

Gallagher & Gallagher, Lawyers
Ontario
Oregon

Gentlemen:

You are advised that we are about to make final payment on State Highway Contract No. 2885, with Stanley & Ehlen, for pavement widening on the Ontario (S.W.1st St.-S.W.12th St.) Section of the Old Oregon Trail Highway in Malheur County. It is our practice to give the surety ten day's notice of such payment; however, our records show that your client, Ontario Sand & Gravel Co., filed a claim against this contract for sand and gravel amounting to $2703.77 which has not been satisfied.

Will you please advise us regarding the status of the above claim before December 15 so that we can release the warrant to the contractor on that date if possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

12-5-47

RECEIVED
DEC 8 1947
FOR FILING

22-1006

December 5, 1947

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1
Wash.

Gentlemen:

You are hereby notified that State Highway Contract No. 2885, for pavement widening on the Ontario (S.W.1st St.-S.W.12th St.) Section of the Old Oregon Trail Highway in Malheur County, has been completed by the contractor, Stanley & Ehlen, and that final payment in the amount of $2,177.27 is ready to be made on or after December 15, 1947.

There is a claim filed against this contract, of which you have been previously notified, amounting to $2703.77 made by the Ontario Sand & Gravel Co. for sand and gravel.

For your information we wish to advise that the total contract amount is $76,253.40 and that no force account work was performed therein. This contract was completed on September 4, 1947 and accepted by the Commission on October 21, 1947, however, because of the above claim we have requested our auditing department to withhold the final payment on this contract until we have been notified that the claim has been settled.

We are sending this notice to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this notice.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

Stanley & Ehlen
2901 Main St.
Boise, Idaho

NOTED ON CARD

12-5-47

RECEIVED
DEC 2 1947
FOR FILING

23-1106

November 28, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

This will acknowledge receipt of your letter of November 19, 1947, to which were attached three copies of a claim filed by the Ontario Sand and Gravel Company in the amount of $2703.77 against the bond taken from Stanley and Khlen in connection with our highway contract No. 2885 for pavement widening on the Old Oregon Trail in Ontario, Oregon.

Thank you for your prompt attention to this matter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
11-2-47

EARL T. NEWBRY
SECRETARY OF STATE
SALEM OREGON

November 19, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will advise that we received and filed as of November 5th, a notice of claim by Ontario Sand and Gravel Company, for sand and gravel furnished in the amount of $2703.77 against the bond taken from Stanley & Ehlen, and United Pacific Insurance Company for work of furnishing sand and gravel in connection with highway contract No. 2885 for pavement widening of the Old Oregon Trail between Southwest First and Southwest Twelfth Street in Ontario, Oregon.

Three copies of the claim are enclosed for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

[illegible]

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 2 1947
FOR FILING

23-1106

November 28, 1947

United Pacific Insurance Company
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Ontario Sand and Gravel Company in the amount of $2703.77 against the bond from Stanley and Ehlen under our contract No. 2885 for widening of the Old Oregon Trail in Ontario, Oregon.

This claim is sent to you as you appear as surety on the bond furnished by Stanley and Ehlen in connection with this job.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jo Stroyan
Board of Trade Building
Portland 4, Oregon

Stanley & Ehlen
2901 Main St., P.O. Box 1605
Boise, Idaho

NOTED ON CARD

11-28-47

COPY

OFFICE COPY

CLAIM FOR MATERIAL TO OREGON STATE HIGHWAY COMMISSION AND TO THE SECRETARY OF STATE OF THE STATE OF OREGON.

NOTICE is hereby given that the undersigned, J. W. Williams, Paul Kirschner, Elizabeth Williams and Zada Snow, dba Ontario Sand & Gravel Company, has a claim for sand and gravel in the sum of $2703.77 against the bond taken from Stanley & Ehlen and the United Pacific Insurance Company for the work of furnishing sand and gravel by the claiment herein to the contractor under their certain contract with the Oregon State Highway Commission No. 2885, which consists of pavement widening of the Old Oregon Trail between Southwest First Street and Southwest Twelfth Street, in Ontario, Malheur County, Oregon.

ONTARIO SAND & GRAVEL COMPANY,

BY J. W. WILLIAMS
Partner.

STATE OF OREGON)
: ss.
County of Malheur)

I, J. W. Williams, being first duly sworn depose and say, that I am one of the partners of the Ontario Sand & Gravel Company; that I have read the foregoing claim and the facts contained therein are true as I verily believe.

J. W. WILLIAMS

Subscribed and sworn to before me this 24th day of October, 1947.

(Seal)

MARTIN P. GALLAGHER
Notary Public for Oregon

My commission expires: March 1, 1950

ENDORSED- File No. 3094
Filed November 5, 1947
EARL T. NEWBRY, Secretary of State

Form E-1-5M-4-47

23-1106

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

No. 22

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25, 1947

Section Ontario (S.W. 1st St-S.W. 12th St)

Kind of work Pavement Widening

Highway Old Oregon Trail

Section prefix 23 - 1106

Contractor Stanley and Ehlen.

Contract number 2885.

Date of contract March 25, 1947

Date of completion September 30, 1947

Date work started April 22, 1947

Estimated date of completion September 4, 1947

Amount of contract $ 82,363.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 76,134.40

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 6,100.00, 7.4 %

Date project was completed September 4, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Ontario Semi Final Estimate was sent to the Division Office in La Grande on Monday, October 20th.

The Hope - Derry Ranch Section of the Vale West Secondary Highway was received on October 11th, to check some of the quantities on the Semi Final Estimate. These corrections were made, and the Semi Final Estimate returned to the Construction Engineer in Salem on October 20th.

The Nyssa Semi Final Estimate was sent to the Division Office in La Grande on Thursday, October 16th.

NOTED H. G. SMITH

NOTED RAY WEBBER

NOTED E. A. PEASE

Signed L.C. Johnson By J.E. Waterhouse

Address Box 402. Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.75	0.75		0.75	0.75
Miles partially completed	0.75	0.75		0.75	0.75
Miles completed	0.75	0.75		0.75	0.75
Total estimated quantities	5,569.4 C.Y	7,830.5 C.Y		26 Tons	4,500 Tons
Estimated quantities moved or placed to date	5,569.4 C.Y	7,830.5 C.Y		39.17 Tons	4,327.87 Ton
Average daily quantities	33.95 C.Y	47.74 C.Y		0.24 Ton	26.39 Tons
Average daily quantities necessary to complete project on time	Complete	Complete		Complete	Complete
Number shifts per day	0	0		0	0
Hours per shift	0	0		0	0
Average force on project for week	0	0		0	0

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Showers		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Fair		
Saturday	Fair.		

RECEIVED
OCT 16 1947
FOR FILING

23-1106

October 14, 1947

United Pacific Insurance Company
John Stroyan, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has just received notification from Gallagher & Gallagher, lawyers, Ontario, Oregon, that their client, Ontario Sand & Gravel Company, has a claim in the amount of $2,703.77 against Stanley & Ehlen, contractors for the widening of pavement on the Ontario Section of the Old Oregon Trail, in Malheur County, State Highway Contract No. 2885. The Commission is advised that this claim represents sand and gravel delivered to this job by the Ontario Sand & Gravel Company.

This information is given you since our records disclose that United Pacific Insurance Company wrote the bond furnished by Stanley & Ehlen in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co
Dictated 10/10

cc - Stanley & Ehlen
2901 Main Street
Boise, Idaho

NOTED ON CARD

10-14-47 gl

Files

October 14, 1947

REFERRED TO Mrs Lewis BY SECRETARY

noted on card

Mr. Martin P. Gallagher
Gallagher & Gallagher
Lawyers
Ontario, Oregon

Dear Mr. Gallagher:

Reply is made to your letter of October 8 on behalf of your client, the Ontario Sand & Gravel Company, which has a claim against Stanley & Ehlen, highway contractors who are constructing the Ontario Section of the Old Oregon Trail for the State Highway Commission.

The contract to which you refer is state highway contract No. 2885 and consists of pavement widening the Old Oregon Trail between S. W. First Street and S. W. Twelfth Street, Ontario.

It is the standard practice of the State Highway Commission to require the successful bidder on any of its work to furnish a surety bond to guarantee satisfactory completion of the project and payment of claims incurred in connection with the work. Such a bond was furnished by Stanley & Ehlen in connection with this contract. It was written by the United Pacific Insurance Company, for whom John Stroyan, Board of Trade Building, Portland, is the local agent.

In the event that your client is unable to secure satisfaction from the contractor, it is suggested that you file the claim with the agent of the bonding company. I would suggest that you also file notice of the claim with the Secretary of State in conformity with the statutes covering such matters. The filing of the notice with the Secretary of State, of course, will hold the bond responsible and liable for the claim subsequent to the expiration of a period of six months from the date of the completion of the project and formal acceptance of it by the State Highway Commission. You are acquainted with the law, so I need not go into further detail; however, I enclose excerpts from it for your ready reference.

The address of Stanley & Ehlen is 2901 Main Street, Boise, Idaho.

Respectfully yours,

NOTED ON CARD

10-14-47

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Dictated 10/10
Enc.

GALLAGHER   MARTIN P. GALLAGHER

GALLAGHER & GALLAGHER
LAWYERS
ONTARIO, OREGON

October 8th, 1947

#2845

State Highway Commission,
Salem, Oregon

Gentlemen:

This office represents the Ontario Sand & Gravel Company, who have referred to us a claim against Stanley Ebley. This claim is in the sum of $2703.77. It represents sand and gravel delivered to the job at Ontario, Oregon. The contractor had the contract with your office for the widening of S. W. 4th Avenue in Ontario, Oregon. They sent our clients a check for $1799.99 which they refused to accept and returned to the contractor.

Will you please advise us the name of their bonding company so that we might take the matter up with them and would you also please advise us if your department has made final payment to them, and what you would advise relative to collecting this item.

We would appreciate any suggestions or help you might give us.

Very truly yours,

Martin P. Gallagher
of GALLAGHER & GALLAGHER.

MPG:JF

NOTED ON CARD
10-14-47 JF

ANSWERED
H. B. GLAISYER

[illegible] 10 [illegible]
10-[illegible]

RECEIVED
OCT 10 1947
OREGON
STATE HIGHWAY COMMISSION

23-1126

#2885

CROSS REFERENCE SHEET

Name or Subject Nyssa and Ontario Projects Telegrams **File No.**

Regarding Regarding warrants and estimates for these jobs. **Date** 10-9-47

SEE

Name or Subject FEDERAL AID S-70 (2) **File No.**

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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30 1947
FOR FILING

23-1126

2885

September 29, 1947

United Pacific Insurance Company
Jo Stroyan, Agent,
Board of Trade Building,
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Stanley & Ehlen, a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2885 for pavement and widening on the Ontario (S.W.1st St.- S. W. 12th Street) Section on the Old Oregon Trail Highway in Malheur County. This payment, which is in the amount of $41,857.95, reduces the amount of the retained percentage to 3% of the total amount earned by the contractors, or the sum of $2,291.01. The present payment to the contractors will be made on or about October 9, 1947.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because our records show that theUnited Pacific Insurance Company is surety on the bond furnished by Stanley and Ehlen, in connection with the above mentioned contract. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm.

NOTED ON CARD

9-29-47 JL

RECEIVED
AUG 25 1947
FOR FILING

23-1166

H2615

August 20, 1947

Honorable Elmo Smith
Mayor
Ontario, Oregon

Dear Mayor Smith:

I have discussed with our designers your request that curbs continue past the hospital on our Ontario improvement.

On account of this being on the transition section between the full width street and the two-lane country section and on account of the drainage down the hill past the hospital, we felt that it would be advisable merely to put a shoulder on the hospital side of this section instead of curbs, and I cannot recommend that the change you request be made after the contract is awarded and the work under way.

I think you will find this improvement will be satisfactory as designed and, if not, the curb can always be installed sometime if needed.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]:hi
cc: H. G. Smith

H. G. Smith

Telephone call August 8 -

Elmo Smith, Ontario, called regarding leaving off curb from Ninth Street west on the hospital side.

Please see me.

[illegible] 1947

RECEIVED
APR 29 1947
FOR FILING

23-1106

April 26, 1947

Stanley & Ehlen
2901 Main Street
Boise
Idaho

Gentlemen:

We enclose herewith fully executed copies of State Highway Contracts which were awarded to you on March 25, 1947 by the Highway Commission, as follows:

Contract No. 2884, covering the Nyssa (1st St.-7th St.) Section of the Old Oregon Trail, in Malheur County.

Contract No. 2885, covering the Ontario (S.W. 1st St.-S.W. 12th St.) Section of the Old Oregon Trail, in Malheur County.

These copies are for your records and files.

An executed copy of each contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
MAR 27 1947
FOR FILING

23-1106

March 26, 1947

Stanley & Ehlen
2901 Main Street
Post Office Box 1605
Boise, Idaho

Gentlemen:

The State Highway Commission on Tuesday, March 25, awarded you the contracts for grading and paving on the Nyssa (1st Street-7th Street) Section of the Old Oregon Trail and for pavement widening on the Ontario (S.W. 1st Street-S.W. 12th Street) Section of the Old Oregon Trail, both projects being in Malheur County. This award was based on your low combination bid of $135,441.90 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

29-4207 Bridges over Necarney Cr. & Nehalem
River - Oregon Coast Hwy. 1947

#2886

RECEIVED
OCT 2 1947
FOR FILING

29-4207

AGENDA
AUG 25 1947

4.K

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

August 22, 1947
Salem, Oregon

SUBJECT: Necarney Creek and Nehalem River Bridges.

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

All work on contract for painting bridges over Necarney Creek and Nehalem River was completed August 16, 1947. This is Contract No. 2886, Pacific Bridge Painting Co. Contractor.

Please get the acceptance of the Commission and authority to make final payment.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

WAR EC
cc W. A. Reeves

APPROVED BY HIGHWAY COMMISSION
DATE August 26, 1947

S+C

RECEIVED
SEP 5 1947
FOR FILING

29-4707

September 4, 1947

Glens Falls Indemnity Company
Rodgers Insurance Agency, Agent
Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2886, covering painting of the Necarney Creek and Nehalem River Bridges on the Oregon Coast Highway, in Tillamook County, has been completed by the contractor, Pacific Bridge Painting Company, and that final payment in the amount of $5,669.42 will be made on or after September 15, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $10,016.50, and that no force account work was performed therein. This contract was completed on August 16, 1947 and accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-4-47 gl

RECEIVED
JUL 21 1947
FOR FILING

57-4207

July 17, 1947

Pacific Bridge Painting Co.
Sharon Building
San Francisco 5, California

Attention: August Gerske

Gentlemen:

Reference is made to your letter of the 11th inquiring when you may expect to receive your check in payment for work performed up to June 15, 1947 in connection with your Contract No. 2886, for cleaning and painting the Necarney Creek Bridge and the Nehalem River Bridge on the Oregon Coast Highway in Tillamook County.

Inquiry in our auditing department indicates that a warrant was mailed to you on July 11th and is now, no doubt, in your hands. If you have not received it, kindly advise, and we will send out a tracer from this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/v

A. GERSKE, OWNER

PHONE DOUGLAS 1631

Pacific Bridge Painting Co.

Bridges, Buildings and Structural Steel

SHARON BUILDING
SAN FRANCISCO, 5, CALIF.

July 11, 1947.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer,
Secretary.

On June 23rd we returning to your office signed claim for monies due us under contract No. 2886, work done to June 15th, 1947, amounting to $2779.72.

Inasmuch as we have not yet received voucher we are wondering if it could have been lost in the mail or if for some reason it is held up in your office. We shall appreciate hearing from you on thi s matter.

Yours very truly,

PACIFIC BRIDGE PAINTING CO.

August Gerske

H.B.G.
Warrant to cover this
was mailed July 11

ANSWERED
H. B. GLAISYER

RECEIVED
JUL 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 29 1947
FOR FILING

29-4207

April 28, 1947

REGISTERED

J. S. Morris Co.
2439 Webster
Berkeley 5, Calif.

Gentlemen:

We are returning to you, herewith, Cashier's Checks numbers 910089 and 910090, which you submitted to the State Highway Commission on March 25, 1947, covering your bids as follows:

Check No. 910090 in the amount of three hundred and sixty-five dollars ($365.00), drawn on the Coffman-Dobson Branch of the National Bank of Washington, covering the cleaning and painting of the bridge over the Pistol River and the bridge over Elk Creek on the Oregon Coast Highway in Curry County.

Contract #2886

Check No. 910089 in the amount of six hundred and fifty dollars ($650.00), drawn on the Coffman-Dobson Branch of the National Bank of Washington, covering the cleaning and painting of the Necarney Creek Bridge and Nehalem River Bridge on the Oregon Coast Highway in Tillamook County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

W

2 Encls.
Cashier's ck #910089
" " #910090

RECEIVED
APR 28 1947
FOR FILING

29-4207

April 26, 1947

Pacific Bridge Painting Co.
624 Sharon Building
San Francisco 5, California

Gentlemen:

We are enclosing herewith a fully executed copy of contract No. 2886 which was awarded to you on March 25, 1947 by the State Highway Commission, covering the painting of the Necarney Creek and Nehalem River Bridges on the Oregon Coast Highway, in Tillamook County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

jw

1 Encl.

Recorded
JL

RECEIVED
MAR 27 1
FOR FILING

29-4207

March 26, 1947

Pacific Bridge Painting Co.
624 Sharon Building
San Francisco, California

Gentlemen:

The State Highway Commission on Tuesday, March 25, awarded you the contract for cleaning and painting the Necarney Creek Bridge and the Nehalem River Bridge on the Oregon Coast Highway in Tillamook County. This award was based on your low bid of $9,951.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

S-237(2) Eagle Cr.-Sandy Sec., 1947
Woodburn-Sandy Hwy.
#2887

RECEIVED
APR 1950
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

BUREAU OF PUBLIC ROADS
S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

S-237(2)

March 14, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-237(2)
Eagle Creek-Sandy Section
Woodburn-Sandy Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jon

Oregon Federal Aid Secondary Project No. S-237(2) WA8pr 7288

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 9, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-237(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $129,000.00 to $134,400.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty-four thousand, four hundred and 00/100 dollars ($134,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty-four thousand, four hundred and 00/100 dollars ($134,400.00), which does not exceed the authorized Federal pro rata share of two hundred twenty-two thousand, one hundred fifty-six and 81/100 dollars ($222,156.81), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20, 1950.

Attest

SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By ______
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Secondary Project No. S-237(2)

RECEIVED
APR [illegible]
FOR FILING

S-237(2)

February 3, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Eagle Creek-Sandy Section, Project No. S-237 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Clackamas

FA or FAS Route No. FAS-141

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	12	S-237 (2)	Eagle Cr. to jc. of FA Rt. 24 in Sandy	Survey-Plans					Gr., Dr., Bridge, 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	222,156	129,000	93,156		
				Total	222,156	129,000	93,156	5.916	
Requested Revision	12	S-237 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	222,156	134,400	87,756		
				Total	222,156	134,400	87,756	5.916	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to represent more nearly the permissible prorate amount.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-237 (2)

EAGLE CREEK-SANDY SECTION OF THE WOODBURN-SANDY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 16, 1950

INSIDE CITY OF SANDY

Code Type No. 3210

41' Roadway (Sta. 0+10 to 3+65.2)

All Required		Clearing and Grubbing (1%)		$ 55.00
500	cu. yds.	General Excavation, Unclassified	$ 0.21	105.00
.07	mile	Finishing Roadbed and Slopes	350.00	24.50
570	cu. yds.	3" - 0" Material in Base	0.95	541.50
130	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	357.50
20	M-gals.	Sprinkling	3.00	60.00
.07	mile	Preparation of Base	135.00	9.45
20	cu. yds.	3/4" - 0" Material in Binder Course	4.20	84.00
54	cu. yds.	Furnishing and Placing Aggregates	4.20	226.80
2	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	56.00
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	56.00
4	tons	Furnishing and Placing 151-200 Asphalt	28.00	112.00
			Subtotal	$ 1,687.75
			10% Engr. & Cont.	168.77
			Total	$ 1,856.52

Length of Roadway .067 mile
Cost per mile $27,709.25

30' Roadway (Sta. 3+65.2 to 15+65.8)

All Required		Clearing and Grubbing (5%)		$ 275.00
70	cu. yds.	Structural Excavation, Unclassified	$ 3.50	245.00
22,000	cu. yds.	General Excavation, Unclassified	0.21	4,620.00
50,000	yd. sta.	Short Overhaul	0.015	750.00

30	C-yd. sta.	Long Overhaul	$ 0.35	$ 10.50
0.23	mile	Finishing Roadbed and Slopes	350.00	80.50
400	lin. ft.	Rounding Cutbanks	0.15	60.00
30	lin. ft.	12" Corr. Metal Pipe	2.40	72.00
120	lin. ft.	36" Extra Strength Corr. Metal Pipe	9.00	1,080.00
1,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.60	2,860.00
1,450	cu. yds.	3" - 0" Material in Base	0.95	1,377.50
340	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	935.00
50	M-gals.	Sprinkling	3.00	150.00
0.23	mile	Preparation of Base	135.00	31.05
26	cu. yds.	3/4" - 0" Material in Binder Course	4.20	109.20
90	cu. yds.	Furnishing and Placing Aggregates	4.20	378.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	112.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	112.00
6	tons	Furnishing and Placing 151-200 Asphalt	28.00	168.00
			Subtotal	$ 13,425.75
			10% Engr. & Cont.	1,342.57
			Total	$ 14,768.32

Length of Roadway .227 mile
Cost per mile $65,058.67

OUTSIDE CITY

Code Type No. 3210

20' Roadway (Sta. 15+65.8 to 335+91.6)

All Required		Clearing and Grubbing (94%)		$ 5,170.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.50	2,100.00
189,500	cu. yds.	General Excavation, Unclassified	0.21	39,795.00
669,000	yd. sta.	Short Overhaul	0.015	10,035.00
7,870	C-yd. sta.	Long Overhaul	0.35	2,754.50
4.51	miles	Finishing Roadbed and Slopes	350.00	1,578.50
19,600	lin. ft.	Rounding Cutbanks	0.15	2,940.00
1,170	lin. ft.	12" Corr. Metal Pipe	2.40	2,808.00
880	lin. ft.	18" Corr. Metal Pipe	3.00	2,640.00
40	lin. ft.	24" Corr. Metal Pipe	4.00	160.00
160	lin. ft.	36" Corr. Metal Pipe	8.00	1,280.00
50	cu. yds.	Class "A" Concrete in Box Culvert	55.00	2,750.00
7,500	lbs.	Metal Reinforcement in Box Culvert	0.10	750.00
1	only	Concrete Catch Basin	100.00	100.00
2,300	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.60	5,980.00

100	only	Wood Sight Posts	$ 3.50	$ 350.00
28,980	cu. yds.	3" - 0" Material in Base	0.95	27,531.00
7,330	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	20,157.50
930	M-gals.	Sprinkling	3.00	2,790.00
5.65	miles	Preparation of Base	135.00	762.75
664	cu. yds.	3/4" - 0" Material in Binder Course	4.20	2,788.80
2,256	cu. yds.	Furnishing and Placing Aggregates	4.20	9,475.20
74	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	2,072.00
104	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	2,912.00
120	tons	Furnishing and Placing 151-200 Asphalt	28.00	3,360.00
			Subtotal	$153,040.25
			10% Engr. & Cont.	15,304.02
			Total	$168,344.27

Length of Roadway 5.658 miles
Cost per mile $29,753.31

Code Type No. X021

Bridge (Sta. 206+39 to 208+00)

All Required		Shoring, Cribbing, Etc.		$ 1,200.00
220	cu. yds.	Structural Excavation for Bridge	$ 4.00	880.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
700	lin. ft.	Furnish Treated Piling	1.15	805.00
2,100	lin. ft.	Furnish Untreated Piling	0.42	882.00
72	only	Drive Piles	30.00	2,160.00
340	cu. yds.	Class "A" Concrete	52.00	17,680.00
66,000	lbs.	Metal Reinforcement	0.10	6,600.00
340	lin. ft.	Metal Handrail	10.00	3,400.00
			Subtotal	$ 33,807.00
			10% Engr. & Cont.	3,380.70
			Total	$ 37,187.70

Length .031 mile

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway (Inside City):			
42' Roadway	$ 1,856.52	$ 1,123.00	$ 733.52
20' Roadway	14,768.32	8,934.00	5,834.32
Roadway (Outside City)	168,344.27	101,845.00	66,499.27
Bridge	37,187.70	22,498.00	14,689.70
	$222,156.81	$134,400.00	$87,756.81

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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R. H. Baldock

November 4th, 1949

FINAL COST ANALYSIS

Eagle Creek-Sandy Section — Woodburn-Sandy Secondary
Contract #2887 — R. A. Heintz Construction Co., Contractor — Prefix 5-237(2)
Oscar Norberg and Lowell Johnston, Resident Engineers

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(a)Clearing & Grubbing	All		$	$	$5,701.20	$5,500.00
(a) Struct. Excavation, Unclassified	1,106.47	Cu. Yd.	1.94	3.50	2,141.67	3,872.65
(a)General Excavation, Unclassified	197,162.7	" "	0.30	0.21	59,238.61	41,404.17
(a)Short Overhaul	657,094	Yd. Sta.	0.021	0.015	14,101.57	9,856.41
(a)Long Overhaul	6,879	C-Yd. Sta.	0.501	0.35	3,444.62	2,407.65
(a)Fin. R/B & Slopes	4.8	Mile	590.27	350.00	2,835.30	1,680.00
(a)Rounding Cutbanks	15,040	Lin. Ft.	0.11	0.15	1,655.55	2,256.00
(a)12" Corr. Metal Pipe	1,272	" "	2.33	2.40	2,962.10	3,052.80
(a)18" " " "	960	" "	3.44	3.00	3,299.80	2,880.00
(a)36" " " "	146	" "	7.98	8.00	1,165.70	1,168.00
(a)36" Extra Strength Corr. Metal Pipe	128	" "	8.73	9.00	1,117.72	1,152.00
(b)Class "A" Concrete in Box Culvert	46.24	Cu. Yd.	48.65	55.00	2,249.76	2,543.20
(b)Metal Reinf. in Concrete Box Culvert	7,210	Lb.	0.087	0.10	624.88	721.00
(b)Conc. Catch Basins	4	Each	70.76	100.00	283.02	400.00
(a)Spring Bracket Guard Rail	3,060	Lin. Ft.	2.09	2.60	6,409.24	7,956.00
(a)Wood Sight Posts	100	Each	5.18	3.50	518.10	350.00
(b)Shoring, Crubbing Etc.	All	L.S.			903.70	1,200.00
(b)Str. Exc. for Bridge	164.1	Cu. Yd.	3.81	4.00	625.81	656.40
(b)Str. Exc. Below El. Shown	11.5	" "	5.89	10.00	67.78	115.00
(b) Furnish Treated Piling	630	Lin. Ft.	1.05	1.15	661.50	724.50
(b)Furnish Untreated Piling	1,785	" "	0.32	0.42	562.28	749.70

NOTED

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(b)Class "A" Concrete in Bridge	323.23	Cu. Yd.	$51.72	$52.00	$16,718.20	$16,807.96
(b) Metal Reinforcement in Bridge	60,850	Lb.	0.088	0.10	5,386.82	6,085.00
(b)Metal Handrail	336	Lin. Ft.	9. 61	10.00	3,229.55	3,360.00
(c)3/4"-½" Cr. Gravel in Stockpile	1,909.71	Cu. Yd.	1.86	2.50	3,543.04	4,774.28
(c)½"-¼" Cr. Gravel in Stockpile	2,579.55	" "	1.86	2.50	4,785.78	6,448.88
(c)¼"-0" Cr. Gravel in Stockpile	2,680	" "	1.86	2.50	4,972.14	6,700.00
(a)3"-0" Mat'l. in Base	34,427	" "	0.92	0.95	31,736.69	32,705.65
(c)3/4"-0" Mat'l. in Base and Shoulders	7,308	" "	2.42	2.75	17,689.01	20,097.00
(a)(c)Sprinkling	813.6	M-Gal.	1.92	3.00	1,562.83	2,440.80
(d)Preparation of Base	5.95	Mile	199.81	135.00	1,188.86	803.25
(c)(d)3/4"-0" Mat'l. in Binder	1,095	Cu. Yd.	3.24	4.20	3,543.28	4,599.00
(c)(d)Furnish and Place Aggregates	2,631	" "	3.85	4.20	10,134.85	11,050.20
(d)Furnish and Place RC-3 in Seal	77.92	Ton	33.10	28.00	2,578.89	2,181.76
(d)Furnish and Place RC-3 in Binder	116.9	"	30.53	28.00	3,569.54	3,273.20
(d)Furnish and Place 151-200 Asphalt	163.07	"	33.10	28.00	5,397.16	4,565.96
(b)PA #2, Gravel Backfill	40	Cu. Yd.	1.97	2.00	78.68	80.00
PA #3, Cement Adjustment, Favor of State	46.8	Sack		0.725		- 33.93
PA #4, Extra Truck Haul	3,580	Yd. Mi.	0.12	0.12	441.08	429.60
E.W.O.					5,669.33	6,084.79
Total This Project					$232,793.64	$223,098.88
Gravel Crushed for Clackamas County	4,266	Cu. Yd.	1.60	1.25	6,810.67	5,332.50
Total					$239,604.31	$228,431.38

(a) Work done by R. A. Heintz Construction Co.
(b) Work done by Lindstrom Bros.
(c) Work done by Vernie Jarl.
(d) Work done by Harr and Horton.

	Total Cost	Gross Revenue	Net Profit	Net Loss	% Profit	% Loss
R. H. Heintz Construction Co.	$142,868.04	$124,843.20		$18,024.84		14.4
Vernie Jarl	45,557.79	52,899.85	$7,342.06		13.9	
Harr & Horton	19,786.51	17,245.57		2,540.94		14.7
Lindstrom Bos.	31,391.97	33,442.76	2,050.79		6.1	
Total	$239,604.31	$228,431.38		$11,172.93		4.9%

Eagle Creek-Sandy
R. A. Heintz Construction Co.

Detail of Cost

Labor:

Supervision	$7,937.95	
Labor	41,862.21	
Payroll Insurance	2,792.27	
		$52,592.43

Materials:

12" Corr. Metal Pipe	1,272	lin. ft.	at	$1.65	$2,098.80	
12" Bands	71	each	"	2.16	153.36	
18" Corr. Metal Pipe	960	lin. ft.	"	2.29	2,198.40	
18" Bands	53	each	"	3.55	188.15	
36" Corr. Metal Pipe	146	lin. ft.	"	5.44	794.24	
36" Bands	9	each	"	5.60	50.40	
36" Extra Str. Corr. Metal	128	lin. ft.	"	6.37	815.36	
36" Bands	8	each	"	5.60	44.80	
Guard Rail Materials	3,060	lin. ft.	"	1.31	4,008.60	
Sight Posts	100	each	"	2.22	222.00	
Gravel Backfill Material	40	cu. yd.	"	2.75	110.00	
8" Perf. Metal Pipe	760	lin. ft.	"	1.39	1,056.40	
8" Bands	36	each	"	1.94	69.84	
15" Perf. Metal Pipe	600	lin. ft.	"	2.16	1,296.00	
15" Bands	16	each	"	2.07	33.12	
8" to 8" Y's	2	each	"	12.75	25.50	
15" to 8" Y's	5	each	"	19.95	99.75	
Backfill Material	285	cu. yd.	"	2.94	838.20	
3"-0" Base Mat'l. Royalty					2,913.63	
						17,016.55

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$39,179.50	
" " , Hired	10,585.12	
Hired Trucks, Fully Operated	11,204.92	
Gas, Oil & Grease	3,152.12	
Explosives	503.02	
Drill Steel	260.00	
Move In, Freight and Cartage	1,940.00	
Bond	1,330.26	
P.L. & P.D. Insurance	490.00	
Small Tools & Misc. Supplies	930.00	
Home Office & General Overhead	3,684.12	
		73,259.06

Total Cost $142,868.04

Eagle Creek-Sandy
Vernie Jarl

Detail of Cost

Labor:		
Supervision	$1,664.00	
Labor	10,584.86	
Social Security and Unemployment Insurance	386.35	
State Industrial Accident Insurance	535.34	
		$13,170.55
Equipment Rental and Misc. Expense:		
Equipment Rental, Owned	$15,650.25	
Equipment Rental, Hired	163.27	
Hired Trucks, Fully Operated	7,205.36	
Gas, Oil and Grease	3,356.47	
Lumber	149.05	
Royalty	1,327.43	
Site Rental	50.00	
Move In, Freight and Cartage	1,820.00	
Small Tools & Misc. Supplies	750.07	
P.L. & P.D. Insurance	131.10	
Bond	356.85	
Home Office and General Overhead	1,427.39	
		32,387.24
Total Cost		$45,557.79

Eagle Creek-Sandy
Marr and Morton

Detail of Cost

Labor:			
Supervision		$480.00	
Labor		4,814.75	
Social Security and Unemployment Insurance		192.59	
State Industrial Accident Insurance		96.30	
			$5,583.64
Materials:			
RC-3 Asphalt	116.90 Ton at $15.50	$1,811.95	
150-200 Asphalt	163.07 " " 18.00	2,935.26	
200-300 "	77.92 " " 18.00	1,402.56	
			6,149.77
Equipment Rental & Misc. Supplies:			
Equipment Rental, Owned		$3,510.48	
Hired Trucks, Fully Operated		2,018.47	
Pilot Car, Fully Operated		353.25	
Gas, Oil and Grease		786.68	
Small Tools and Misc. Supplies		485.91	
Move In, Freight and Cartage		240.00	
P.L. & P.D. Insurance		60.18	
Bond		138.03	
Home Office and General Overhead		460.18	
			8,053.18
Total Cost			$19,786.59

Eagle Creek-Sandy
Lindstrom Bros.

Detail of Cost

Labor:				
Supervision			$2,270.15	
Labor			8,317.57	
State Industrial Accident Insurance			560.32	
Social Security and Unemployment			407.51	
				$11,555.55
Materials:				
Transit Mix Concrete	389.5 cu. yd. at	$14.55	$5,667.22	
Reinforcing Steel	71,143 lbs. "	0.0507	3,606.95	
Drain Grates & Frames			91.25	
Metal Handrail	336 lin. ft. "	5.83	1,959.00	
Treated Piling	630 " " "	1.00	630.00	
Untreated Piling	1,785 " " "	0.30	535.50	
				12,489.92
Equipment Rental & Misc. Expense:				
Equipment Rental, Owned			817.42	
" " , Hired			693.50	
Gas, Oil and Grease			200.40	
Small Tools & Misc. Supplies			330.00	
Lumber			3,948.00	
P.L. & P.D. Insurance			105.88	
Bond			250.26	
Office and General Overhead			1,001.04	
				7,346.50
Total Cost........................				$31,391.97

Remarks:

This was a "Federal Aid Secondary Project". The contract, calling for grading of 4.81 miles, surfacing and oiling of 5.95 miles and furnishing of 7,900 cu. yds. of crushed material in stockpiles, was bid February 4th, 1947, and awarded March 27th, 1947. Work was started on the project April 9th, 1947, and completed April 12th, 1949.

Clearing and grubbing consisted of second growth fir, heavy brush and some large fir stumps. This work was done with two tractors with dozers and a crew of 3 to 11 men on slashing and burning. A considerable amount of the second growth fir was cut by farmers along the route for firewood.

General excavation was all common material composed of red hill soil. This material was moved with various types of equipment. The bulk of the general excavation was done with three Terra Cobras, four D-8 caterpillar tractors with three 15 cu. yd. scrapers and one 20 cu. yd. scraper, one D-7 caterpillar tractor with dozer, and one D-8 caterpillar tractor with dozer. A small tractor with an 8' sheepsfoot roller was used on fills for compaction. Extremely wet material was encountered in the cut at Station 170, and approximately 9,000 cu. yds. of this material was moved with a 3/4-yard dragline loading onto trucks. Grading operations were started August 26th, 1947, and early fall rains caught the contractor with about three miles of road disturbed and partially completed, and heavy rains made this portion of the road impassable, isolating several farmers along the route. The contractor had to furnish tow service and some transportation for these farmers, and also hauled about 2,100 cu. yd. of pit run gravel to make this road passable. This section of road required considerable maintenance throughout the winter months to provide egress and ingress for local traffic. The factors of wet material and expense of maintenance through the winter months made the cost of excavation higher than normal for this type of excavation, and a large loss was suffered on this item.

Construction of the bridge, box culvert and catch basins was done by the subcontractor, Lindstrom Bros. Transit-mix concrete was purchased from the Ross Island Sand and Gravel Co. in Portland. All the structural work was done with the usual high efficiency of this contractor.

The crushed rock for this project was produced by subcontractor Vernie Jarl. This contractor erected a crushing plant on a gravel pit near the Clackamas River about two miles west of the west end of the project. The crushing plant consisted of a 24" x 36" jaw crusher, 36" gyrasphere crusher, 48" gyrasphere crusher, scalping screen, 4' x 12' separating screen, reject bunker, 3-bin crushed rock bunker, electric motors and conveyors as required. The plant was powered by one caterpillar D-13000 power unit and two D-13000 generator units. The material was loaded in the pit with a 3/4-yard unit shovel and hauled to crusher with two pit trucks. A total of 22,470 cu. yds. of rock was crushed from this setup in 580 hours, for an average production of 39 cu. yds. per hour. Crushing was completed August 2nd, 1947, and this contractor returned the following year and placed the 3/4" - 0" crushed gravel on the road.

The 3" - 0" material in base was pit run material obtained from the Deep Creek Sand and Gravel Co. pit adjacent to the project at Station 192. This material was tightly cemented and a coyote hole was dug in the gravel bank, and the material was blasted to loosen the material for easier loading. The 3" - 0" was loaded with a 22B Bucyrus Erie shovel and hauled to the road with three company-owned trucks and from four to ten hired trucks. Average haul on this material was 2.1 miles. The haul on this material was expensive because of poorly maintained haul roads and steep grades. Street work was done with a hired dozer, #12 caterpillar blade and a ten-ton roller.

Oiling was done by subcontractor Harr and Horton. This contractor's equipment consisted of one 1,250-gallon Etnyre distributor, one 1,500-gallon oil transport, one 3,000-gallon oil transport, two Gallion ten-ton rollers, two Gallion 101 blades, tractor-mounted broom, ½-yard Osgood shovel, Athey loader mounted on a D-4 caterpillar tractor, service truck, pilot car and pick-up. The aggregate trucks were hired. Oil was hauled from Portland to the project in the contractor's own transports. Because the road was not ready for oil before September 14th, 1948, fall rains interfered with this operation and much time was lost because of inclement weather, and this subcontractor suffered a loss on his portion of the work.

The subcontractors had good equipment, supervision and organization. The prime contractor had excellent equipment, but supervision and organization did not allow a high degree of efficiency on his portion of the work. This project overran the time limit by 17 months, increasing the overhead costs of both the contractor and the subcontractors. General excavation was bid 25% below the engineer's estimate, and most of the loss on this project was suffered on this item.

E. H. Clymer
Cost Analyst

By . . C. Swenson

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2-23-7(2)

2887

October 27,1949

General Casualty Co. of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2887, for work on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County, has been completed by the contractor, R. A. Heintz-Construction, and that final payment in the amount of $7,107.57 will be made on or after November 7,1949.

There is a claim filed against this project by the N. E. Clackamas County Co-op,Inc., of which you have been previously notified, in the amount of $14.20.

For your information we wish to advise that the total contract amount is $223,098.88, of which amount $6,084.79 represents force account items. This contract was completed April 12 and accepted by the Commission May 1, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

10-27-49 gl

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S-237(2)

2887

October 27, 1949

N. E. Clackamas County Co-op, Inc.
Sandy
Oregon

Gentlemen:

It is the intention of the State Highway Commission to make final payment to R. A. Heintz-Construction on their completed contract No. 2887, covering the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, on or after November 7, 1949.

Our records show a claim filed by you against this job for damages to Pole 3 on Line 1, in the amount of $14.20. Will you please advise as to whether or not this claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-27-49, gl

REA

N. E. Clackamas County Electric Co-op., Inc.
INCORPORATED
R. E. A. PROJECT--OREGON 22 CLACKAMAS
TELEPHONE 551
SANDY, OREGON

2517

October 27, 1949

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In regard to yours of the 27th, concerning our claim filed against R.A. Heintz Construction in the amount of $14.20:

No settlement was ever made for the damages to Pole 3 on Line 1.

Very truly yours,

N.E.CLACKAMAS COUNTY ELECTRIC
COOPERATIVE, INC.

Morgan W. Sharp lm
Morgan W. Sharp, Manager

MWS/lm

RECEIVED
OCT 31 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-31-49 JR

A self-liquidating, self-managed, tax-paying, co-operative enterprise.

RECEIVED
AUG 12 1949
FOR FILING

S-237(2)

File

August 10, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are five correct copies of Form PR-47-4, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County, Contract No. 2887, Oregon Project S-237 (2).

These corrections were requested in your letter dated August 8, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
DBP:md

CEN L SERVICES ADMINISTRATION
EAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith for correction Form PR-47-A for Oregon Project S-237(2) citing the following apparent errors:

PR 47-A	Estimate
Cement 181 bbl.	600 bbl.
Aggregates purchased 86,378 cu. yd.	3"-0" 38,800 cu. yd.
Bituminous material --	320 tons
Timber piling 58,022 lin. ft.	2,800 lin. ft.
Metal culvert pipe 68,050 lbs.	28,500 lbs.
Reinforcing steel --	73,500 lbs.
Structural steel 46 lbs.	--

Prompt submission of the corrected form will enable us to complete the final report.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
AUG 1
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 1 1949
FOR FILING

2887 (2)

[illegible]

File

May 27, 1949

R. A. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

Reference is made to your letter of May 17, 1949, addressed to Mr. H. G. Smith, setting forth the reasons why you should receive extra compensation for the 200-300 penetration asphalt in lieu of RC-3 on the Eagle Creek-Sandy Section, Contract No. 2887, and advising that Mr. Skelton decided as to its use and approved the increased price.

Financial agreements made with any member of the Highway Department are purely tentative and subject to the final approval of the Highway Commission, who feel that no additional expense should accrue to the State when long extensions of time have been granted. Since it is impossible to use RC-3 in the fall without jeopardizing the entire job, it is felt that the contractor should so arrange his work that the oiling be completed before that time. Where this is not done and the oiling extends into the fall season, we feel that any extra expense, such as substitutions, should be borne by the contractor.

The original completion date on this project was October 31, 1947, and the actual completion date was April 12, 1949. We have been able to remit the engineering penalty, but I do not feel that I could successfully persuade the Commission that they should pay a premium for securing asphalt necessary to complete a job for which such a long extension of time was granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. A. G. Skelton

R. A. HEINTZ . . . CONSTRUCTION

PHONE: TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

May 17, 1949

Mr. H. G. Smith,
Construction Engineer,
State Highway Commission,
Salem, Oregon.

Dear Mr. Smith: Re: Sandy-Eagle Creek Job-Contract #2887

With reference to the change in the second seal asphalt on the above designated job which has been the subject of correspondence between Harr and Horton and the State Highway Commission in the past 30 days, I should like to call your attention to the following:

At the time that the oiling was being done, our subcontractor and I discussed the matter of the change from RC-3 to 200-300 penetration asphalt with Mr. Skelton and signed a price agreement therefor to cover the additional cost of $2.50 per Ton to our subcontractor.

The delay referred to in your letter of April 28th addressed to Mr. A.J. Horton was occasioned by wet weather and to the fact that water was found in various of the cuts and not to causes which could be controlled by ourselves, the general contractor. We have lost approximately $19,000.00 to date on this job and see no reason for us to assume the additional cost by use of the 200-300 asphalt in view of Mr. Skelton's approval and decision as to its use.

May we suggest that you reconsider our claim for an additional amount of $194.80 covering the 77.92 Tons used at $2.50 per Ton.

Very truly yours,

R. A. Heintz Construction Co.

By R A Heintz
By

RAH:t
cc: A. G. Skelton
Harr and Horton

RECEIVED
MAY 18 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 26 1949
FOR FILING

S 237 (2)

2887

File

April 22, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on April 12, 1949 on Contract No. 2887, Eagle Creek-Sandy Section in connection with Federal Aid Project No. S-237 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: John Cattrall
DHP:md

RECEIVED
APR 22 1949
FOR FILING

2887
I-237(2)

R. A. HEINTZ . . . CONSTRUCTION

PHONE: TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

April 21, 1949

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

This will acknowledge your letter of April 20th and we wish to thank you for your consideration in extending the time limit on our contract No. 2887 covering the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County to May 1, 1949.

The work on this contract is now completed, we having completed same on April 12, 1949.

Very truly yours,

R. A. Heintz-Construction

By E H Twietmeyer

EHT:m

RECEIVED
APR 22 1949
OREGON
STATE HIGHWAY COMMISSION

H. B. GLAISYER

RECEIVED
APR 21 1949
FOR FILING

8237 (2)

2887

April 20, 1949

R. A. Heintz-Construction
8101 N. E. Union Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 11, 1949, had under discussion your request for an extension of time of 242 days, from August 31, 1948 to May 1, 1949, within which to complete your contract No. 2887 covering the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. C. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD

4-20-49

RECEIVED
MAR 30 1949
FOR FILING

T-237 (2)

2857

March 28, 1949

Request for extension of time
No. 3
April 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a copy of a request from E. A. Heintz Construction Company for an extension of time from August 31, 1948 to May 1, 1949 on Contract No. 2857, Woodburn-Sandy Section of the Eagle Creek-Sandy Secondary Highway.

The contractor completed all road work, with the exception of the final painting of guard rails and sight posts, last fall. Bad weather conditions would not permit the painting of the guard rails and sight posts until this spring.

I would recommend, therefore, that this extension be granted without penalty. Mr. T. M. Davis of the Public Roads Administration concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
MAR 24
FOR FILING
S 237 (2)
2887

File

March 22, 1949

Mr. F. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, S-237 (2), from August 31, 1948 to May 1, 1949 to R. A. Heintz Construction Company, Contractors.

On November 12, 1948 you concurred in a request to an extension of time from August 31, 1948 to October 31, 1948. That extension was recommended for the purpose of completing installation of guard posts which could not be placed during the oiling. However, before this request was presented to the Commission, it was found that the work could not be completed until this Spring because of adverse weather conditions.

We, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway
Engineer

cc: H. G. Smith

Form E-1—5M—1-48

1-29 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 29, 1949

Section Eagle Creek - Sandy

Kind of work Grading & Bit. Mac. Surfacing

Highway Woodburn - Sandy

Section prefix 103-1028

Contractor R.A. Heintz., Const.

Contract number 2887

Date of Contract March 27, 1947

Date of completion Oct. 31, 1947

Date work started April 9, 1947

Estimated date of completion April 30, 1949

Amount of contract $ 231,710.75

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 230,579.20

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $ 25,000, 187 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Nelson and Hansickie working in office this week on final grading quantities and also checking culvert excavation.

Contractor has completed all work on the job except the final coat of paint on the guard rail and sight posts.

NOTED
H.G. SMITH

RECEIVED
FEB 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Portland, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.81	5.95		5.95	
Miles partially completed					
Miles completed	4.81	5.95		5.95	
Total estimated quantities	192,000	40,943		5.95	
Estimated quantities moved or placed to date	192,000	40,943		5.95	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Snow		
Thursday	"		
Friday	Clear		
Saturday	Cloudy		

Form E-1—8M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 22, 1949

Section Eagle Creek - Sandy

Kind of work Grading & Bit. Mac. Surfacing

Highway Woodburn - Sandy

Section prefix 103-1028

Contractor R.A. Heintz Const.

Contract number 2887

Date of Contract March 27, 1947

Date of completion Oct. 31, 1947

Date work started April 9, 1947

Estimated date of completion April 30, 1949

Amount of contract $ 231,710.75

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 230,579.20

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 24,700, 184 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Nelson working on final profile this week.

Hanwickie and Rien checking final grading quantities.

NOTED
H. W. LIBBY

NOTED

Signed

Address Portland, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.81	5.95		5.95	
Miles partially completed					
Miles completed	4.81	5.95		5.95	
Total estimated quantities	192,000	40,943		5.95	
Estimated quantities moved or placed to date	192,000	40,943		5.95	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	*		
Tuesday	Snow		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Snow		
Saturday	Clear		

RECEIVED
JAN 25 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
DEC 20 1948
FOR FILING

S-237(2)

2887

December 17, 1948

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you of the intention of the State Highway Commission to release to R. A. Heintz-Construction a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2887 covering the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County. This payment, which is in the amount of $16,606.10, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,572.21. The present payment to the contractor will be made on or after December 27, 1948.

There is a claim filed against this project by the N. E. Clackamas County Electric Coop., Inc., in the amount of $14.20, of which you have been previously notified.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
12-17-48 gl

Form E-1—6M—1-48

2-237 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 11, 1948

Section Eagle Creek - Sandy

Kind of work Grading & Bit. Mac. Surfacing

Highway Woodburn - Sandy

Section prefix 103-1028

Contractor R.A. Heintz Const.

Contract number 2887

Date of Contract March 27, 1947

Date of completion Oct. 31, 1947

Date work started April 9, 1947

Estimated date of completion Dec. 8, 1948

Amount of contract $ 231,710.75

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 231,710.75

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 24,000, 181 %

Date project was completed Dec. 8, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor had a crew of six men on the job on Monday, Tuesday and Wednesday of this week cleaning out culverts, cleaning ditches and shoulders and other work on the job. Work was completed on the job on Wednesday and it was reported to Salem as completed on Wednesday, Dec. 8. All work has been completed with the exception of the final coat of paint on the guard rail and sight posts. The contractor has requested that the job be finaled out and $ 500 be retained from the amount due him to cover the painting that will be done as soon as the weather is suitable.

Mr. Young inspected the job on Wednesday.

NOTED H. G. SMITH

NOTED H. W. LIBBY

Signed

Address Box 4644, Portland, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.81	5.95		5.95	
Miles partially completed					
Miles completed	4.81	5.95		5.95	
Total estimated quantities	192,000	40,943			
Estimated quantities moved or placed to date	192,000	40,943			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5					1	6
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Showers		
Wednesday	Rain		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
DEC 14 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED

FOR FILING

S-237 (2)

2887

October 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

On October 15, we requested your concurrence in an extension of time on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, S-237 (2), from August 31, 1948, to October 31, 1948, to R. A. Heintz Construction Company, Contractors.

On October 19, you replied to this request, recommending the extension without penalty. It is now found that the contractor will be unable to complete the installation of his guard posts until November 10, 1948.

We are submitting a new request to the Highway Commission and would request your concurrence in the extension from August 31, 1948, to November 10, 1948, for the same reasons as stated in our letter of October 15.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT [illegible] 1948
FOR FILING
S-237 (2)
#2887

October 15, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, S-237 (2), from August 31, 1948, to October 31, 1948, to R. A. Heintz Construction Company, contractors.

Work has been delayed on this project through its entirety by extremely wet weather which has completely stopped progress at various times. Also, hidden springs and unanticipated wet areas have caused the contractor to use dragline and trucks for excavation rather than the much faster tractor and scraper combination.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 19 1948
FOR FILING

~~[illegible]~~ 5-237 (2)

2887

July 13, 1948

R. A. Heintz-Construction
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 62 days, from June 30 to August 31, 1948, within which to complete your contract No. 2887, covering the Eagle Creek-Sandy Section of the Woodburn-Sandy Highway in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

cw

cc - A. G. Skelton,
Division Engineer

W. C. Smith

NOTED ON CARD
7-14-48 gl

RECEIVED
JUN 17 1948
FOR FILING

S-237(2)

June 15, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway S 237 (2), from July 1, 1948 to August 31, 1948, to R. A. Heintz Construction Company, contractor.

Continuous rains and muddy conditions of the subgrade have made it impossible for the contractor to perform the work yet to be completed on this contract. It has only been the past few days that he has been able to make any progress whatsoever on the job. Also, some delay was caused at the beginning of the project because of right of way difficulties which were no fault of the contractor.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

RECEIVED
JUN 23 1948
FOR FILING

8-237 (2)

2887

June 21, 1948

Request for Extension of Time
No. 6
June 28 and 29 meeting.

Oregon State Highway Commission

Gentlemen:

Herewith a request from the R. A. Heintz Construction Company, for an extension of time from July 1, 1948 to August 31, 1948, on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway.

Continuous rains and muddy conditions of the subgrade have made it impossible for the contractor to perform the work yet to be completed on this contract. It has only been the past few days that he has been able to make any progress whatsoever on the job. Also, some delay was caused at the beginning of the project because of right of way difficulties which were no fault of the contractor.

I recommend that this extension be granted without penalty, and this recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

RECEIVED
JAN 22 1948
FOR FILING

S-237(2)

January 21, 1948

R. A. Heintz-Construction
8101 N. E. Union Ave.
Portland
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 242 days, from October 31, 1947 to June 30, 1948, within which to complete your contract No. 2887. for the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

NOTED ON CARD
1-21-48

RECEIVED
DEC 24 1947
FOR FILING

5-237(2)

December 22, 1947

Oregon State Highway Commission

Gentlemen:

I enclose herewith a request of R. A. Heintz for an extension of time from October 31, 1947 to June 30, 1948, on Contract No. 2887, Eagle Creek-Sandy Section of the Woodburn-Sandy Highway.

Due to right of way difficulties the contract was not awarded for this project until sixty days after bids were taken. This delay threw the contractor into wet weather in the early fall which slowed his operation to the extent that he was unable to complete the work before heavy rains forced the cessation of all work.

As delay in awarding the contract was not the fault of the contractor, I recommend that the extension of time, as requested, be granted without penalty. This recommendation is concurred in by Mr. T. W. Davis, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc W. C. Williams
H. G. Smith

RECEIVED
DEC 8 1947
FOR FILING

S-237(2)

December 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2897, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, S-237 (2) from October 31, 1947, to June 30, 1948, to the Hines Construction Company, contractor.

Because of difficulty in completing right of way negotiations, and because of the extremely wet material in the larger cuts, the contractor was unable to prosecute his work as he anticipated. Early fall rains have stopped the job entirely, and the contractor has been put to considerable expense to gravel some of the roads so that farmers in the vicinity might have access to and from their property. I recommend that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc: N. G. Smith

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[illegible]
FORM E-BOX 16M 10-46
FOR FILING

5-237(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 17, 1947

SUBJECT: L 1458
1459

To:

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Dept.
Box 4644, Sellwood Station
Portland 2, Oregon

L

Dear Sir:

Re: Eagle Creek-Sandy Highway,
Lindau and Krebs properties

We have attempted to get these cases set for trial during November. However, we have been unsuccessful. The cases are presently set for trial on the tenth and seventeenth of February, respectively.

It is hoped that the construction work will proceed in such manner that we will either have completed our work on these properties or that the work can be in such shape that the jury would get a favorable impression as to the effect this construction will have on the two properties.

If for any reason these dates would not coincide with the contractor's schedule, with this view in mind, will you please advise.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

NOTED
W. C. WILLIAMS

GWN:AW
cc Mr. H. G. Smith
Mr. W. C. Williams

FORM 2-1070 10 REVISED 10-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

IN REPLY PLEASE
REFER TO FILE NO

RECEIVED
FOR FILING

S-237 (2)

October 17, 1947

W

R. A. Heintz Construction
8101 N. E. Union Avenue
Portland, Oregon

Dear Sir:

In connection with your State Highway Contract No. 2337, Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, I wish again to call your attention to Provisions for Traffic, as given on page 26 of the specifications and contract agreement. The special provisions, together with the standard specifications governing traffic, as indicated in Article 4-4, specifically state that the contractor's work shall include the making of adequate provision for egress and ingress for residents living along the section of highway under construction.

At this time three and one-half miles of roadbed has been disturbed and partially completed, and some dozen farms are now isolated, due to road conditions. Yesterday you agreed to furnish a six wheel drive truck and tractor to assist in every way to keep traffic moving. You were also to move a shovel into the Deep Creek Gravel Company pit, and place sufficient rock on the road to allow its use by local residents. Resident Engineer, Norberg, advises me as of this afternoon, no truck was in service, and that the shovel had not been moved into the pit.

It is imperative that the present deplorable road condition be remedied at once, and that all local residents be provided with egress and ingress to their property. Further delay on your part in providing such access will necessitate the State performing the necessary work at the expense of the contractor.

Yours very truly,

F. T. Young

F. T. YOUNG
Ass't. Division Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OCT 20 1947
OREGON
STATE HIGHWAY COMMISSION

FTY:w
cc R. H. Baldock ✓
H. G. Smith
O. H. Norberg

RECEIVED
SEP 25 1947
FOR FILING

FAS-237(2)

September 23, 1947

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Eagle Creek-Sandy Section,
Woodburn-Sandy Secondary Highway
in Clackamas County, F.A. S 237 (2)

Herewith copies of extra work order number 2 on the above project. This covers the removal of the old Deep Creek Bridge which has been replaced by our new structure. Removal of this bridge was not included in the contract, but the work is necessary so that the embankments may be placed.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

GSP GM
Attached
cc G. S. Paxson

RECEIVED
SEP 8 1947
FOR FILING

S-237(2)

#2861

NOTED
F. QUERY

REFERRED TO
Query
BY SECRETARY
to note

September 4, 1947

N. E. Clackamas County Electric Co-op, Inc.
Sandy
Oregon

Attention: Mr. Morgan W. Sharp, Manager

Dear Mr. Sharp:

Reply is made to your letter of August 29, 1947, directed to Mr. Robert S. Farrell, Secretary of State, regarding your claim in the amount of $14.20 against the bond taken from R. A. Heintz - Construction in connection with their contract for construction of the Eagle Creek-Sandy Secondary State Highway, in Clackamas County, State Highway Contract No. 2887.

You inquire as to what action has been taken on this claim. I am sorry, but the State Highway Commission can take no action on the claim. The bond furnished by the contractor in connection with the job is the maximum of protection that the Commission can give. It was furnished to guarantee the satisfactory completion of the project and to protect claims arising against the job.

The bond can be held responsible and liable for your claim for a period of six months after the job is completed and has been accepted by the State Highway Commission. If notice of the claim is filed with the Secretary of State, then the period of liability is extended indefinitely. You have filed your claim with the Secretary of State, according to their records, so you will have more than six months after the job has been accepted by the Highway Commission to take action against the bond if that becomes necessary. The job is not scheduled to be completed until October 31, 1947.

The bond referred to above was written by the General Casualty Company, for whome Mansfield and Company are local agents with offices in Room 302 Lewis Building, Portland 4. I would suggest that in the event you secure no satisfaction from the contractor you take up the matter of your claim with the agents of the bonding company. The probability is that you will get quick action this way.

Trusting that you will reach a satisfactory settlement in the not distant future, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9/5

N. E. CLACKAMAS COUNTY
ELECTRIC CO-OP, INC.
SANDY, OREGON

August 29, 1947

ANSWERED
H. B. GLAISYER

Robert S. Farrell
Secretary of State
Salem, Oregon

Gentlemen:

Please advise us of action taken on our claim against R. A. Heintz, July 31, 1947.

Very truly yours,

N.E.CLACKAMAS COUNTY ELECTRIC
COOPERATIVE, INC.

Morgan W. Sharp
Morgan W. Sharp, Manager

MWS/lm

Respectfully referred to State Highway Commission.

STATE DEPARTMENT

[illegible] AUG 30 1947

RECEIVED
SEP 3 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 8 1947
FOR FILING
S-237(2)

P. O. Box 3900

September 3, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of August 25, 1947 requesting consideration of approval of State Force Order covering relocation of the water main in the city of Sandy, Oregon in connection with Oregon Federal Aid Secondary Project No. S-237(2). This matter was previously taken up with you in January 1947 and your letter of January 20 advised that Federal participation would not be requested for the cost of the moving of the pipe. We are therefore returning the copies of State Force Order without our approval for Federal participation.

Very truly yours,

T. M. DAVIS
District Engineer.

Encl.

WILLIAMS ✓

ORIGINAL WITH STATE FORCE [illegible] REFERRED TO [illegible]

KW

RECEIVED
SEP 3 1947
FOR FILING

S-237(2)

August 25, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work covering relocation of the water main within the City of Sandy, Oregon, on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County, Contract No. 2887, in connection with Federal Aid Project No. S-237 (2).

It is necessary to move the water main which, in its present location, would be under the new pavement. Provision is made in the contract for this to be done as "extra work." The work is to be done by the City of Sandy Water Bureau.

Very truly yours,

W. C. Williams
Ass't. State Highway Engineer

DEP:SM

Encl.

RECEIVED
AUG 7 1947
FOR FILING

5-237(2)

August 5, 1947

Hon. Robert S. Farrell, Jr.
Secretary of State
Capitol Bldg.
Salem, Oregon

Dear Mr. Farrell:

This acknowledges receipt of your letter of August 1, enclosing copies of a claim in the amount of $14.20 which has been filed in your office by the N.E. Clackamas County Electric Cooperative, Inc. against the bond taken from R.A.Heintz-Construction, in connection with State Highway contract No. 2887 for work on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, in Clackamas County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

8-8-47 JC

RECEIVED
AUG 7 1947
FOR FILING

S. 229(2)

August 5, 1947

General Casualty Company
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $14.20, which has been filed in the office of the Secretary of State by the N.E. Clackamas County Electric Cooperative, Inc. against the bond taken from R.A. Heintz-Construction, in connection with State Highway Contract No. 2887, for work on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, in Clackamas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

cc: R. A. Heintz-Construction
8101 N.E. Union Ave.
Portland, Oregon

NOTED ON CARD
8-5-47, gl

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

August 1, 1947

Mr. H. B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed are three copies of a notice of claim by N. E. Clackamas County Electric Cooperative, Inc., against the bond taken from R. A. Heints for labor and material furnished in the amount of $14.20 for work of road building for the State of Oregon.

Very truly yours,

Robt S Farrell Jr
Secretary of State

F:FL

ENC.

RECEIVED
AUG 4 1947
OREGON
STATE HIGHWAY COMMISSION

N. E. CLACKAMAS COUNTY
ELECTRIC CO-OP, INC.
SANDY OREGON
July 31, 1947

Robert S. Farrell
Secretary of State
Salem, Oregon

To; The State of Oregon:

Subject: Claim R. A. Heintz

Notice hereby is given that the undersigned Northeast Clackamas County Electric Cooperative Inc., has a claim for a twenty-five foot treated pole and labor installing same in the sume of $14.20 against the bond taken from R. A. Heintz, 8101 N. E. Union Avenue, Portland, Oregon for the work of building road for the State of Oregon.

Very truly yours,

N. E. CLACKAMAS COUNTY
ELECTRIC COOPERATIVE, INC.

MORGAN W. SHARP, MANAGER

MS.lm

ENDORSED
FILE NO. 3090
Filed August 1, 1947
Robert S. Farrell, Jr.
Secretary of State

Jm

RECEIVED
AUG 11 1947
FOR FILING

S-237(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-237(2)
Eagle Creek-Sandy Section
Woodburn-Sandy Highway

Dear Sir:

We are enclosing herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

REC[illegible]
JUL 2[illegible]
STATE HIGHWAY COMMISSION

Jon

R 2 (Revised 1946)

State **OREGON** WA8 pr 7288

Federal Aid Secondary Project No. **S-257(2)**

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of July, 1947, by and between **the Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **4th** day of **June**, 19**46**, a project statement, which was approved on the **22nd** day of **July**, 19**46**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the **14th** day of **January**, 19**47**; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of **one hundred twenty-nine thousand and 00/100** dollars ($**129,000.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 289, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+10 near the intersection of Proctor Ave. and First Ave. in Sandy and survey station 335+91.6 in the NE 1/4, Section 31, T. 2 S., R. 4 E., without exception.

, length 5.983 miles, in Clackamas County, being Oregon Federal Aid / Secondary project No. S-257(2), consisting of 5.932 miles of roadway and one bridge[illegible] of more than 20 feet clear span, 0.051 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-nine thousand and 00/100 dollars ($129,000.00), which does not exceed the authorized Federal pro rata share of two hundred twenty-two thousand, one hundred fifty-six and 81/100 dollars ($222,156.81), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
JUL 21 1947
OREGON DISTRICT

Fi-5

Mrs. Lewis
Has this been noted on card?

RECEIVED
JUL 23 1947
FOR FILING

S-237 (2)

July 9, 1947

Morgan W. Sharp, Manager
N.E. Clackamas County Electric Cooperative, Inc.
Sandy, Oregon

Dear Sir:

We have received a carbon copy of a letter dated July 3 which you addressed to Mr. R. A. Heintz, Portland, requesting that he reimburse your company for damages to one of your poles which was broken by blasting on April 24, 1947.

According to our records Mr. Heintz has a contract with us, No. 2887, on the Eagle Creek-Sandy Secondary Highway. This contract is for grading, surfacing and oiling and is not expected to be complete before October 31, 1947.

We are enclosing herewith copies of the Oregon law regarding procedure for claimants to follow in the filing of claims. If you wish to file a claim you should follow, substantially, the outline as shown at the bottom of Article 1 and the claim should be filed with the Secretary of State. Six months is granted claimants for the filing of claims after the contract has been accepted by the Commission.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 7/11
Enc.

NOTED ON CARD
7-22-47 JK

[illegible] County [illegible]
job not complete
Time limit 10-31-47

[illegible] 1947
Sandy, Ore.

July 3, 1947

Mr. R. A. Heintz
5101 N. E. Union Avenue
Portland 11, Oregon

Dear Sir:

On June 19 we wrote you and enclosed our invoice for Pole 3 on Line 1, broken when blasting on April 24, 1947. We asked that you give this your attention, to date we have not heard from you.

May we have your check by return mail.

Very truly yours

N.E.CLACKAMAS COUNTY ELECTRIC
COOPERATIVE, INC.

Morgan W. Sharp, Mgr.

Morgan W. Sharp, Manager

MWS/lm

cc: State Highway Commission

NOTED ON CARD
7-22-47 [illegible]

REFERRED TO
Query
BY SECRETARY

note claim on card
and
send them [illegible] from [illegible]

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

5-237(2)

CROSS REFERENCE SHEET

#2887 **Name or Subject** R.A. Heintz
R.A. Heintz Construction Co.

File No.

Regarding Concerning construction on the Johns-Glendale and Woodburn-Sandy jobs.

Date 7/11/47
7/17/47

SEE

Name or Subject FEDERAL AID:
FI-138 (4)

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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RECEIVED
JUN 11 1947
FOR FILING

S-237(2)

May 2, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Eagle Creek-Sandy Section, Project No. S-237 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-237 (2)

EAGLE CREEK-SANDY SECTION OF THE
WOODBURN-SANDY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

INSIDE CITY OF SANDY

41' Roadway (Sta. 0+10 to 3+65.2)

All Required		Clearing and Grubbing (1%)		$ 55.00
500	cu. yds.	General Excavation, Unclassified	$0.21	105.00
.07	mile	Finishing Roadbed and Slopes	350.00	24.50
570	cu. yds.	3" - 0" Material in Base	0.95	541.50
130	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	357.50
20	M-Gals.	Sprinkling	3.00	60.00
.07	mile	Preparation of Base	135.00	9.45
20	cu. yds.	3/4" - 0" Material in Binder Course	4.20	84.00
54	cu. yds.	Furnishing and Placing Aggregates	4.20	226.80
2	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	56.00
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	56.00
4	tons	Furnishing and Placing 151-200 Asphalt	28.00	112.00
			Subtotal	$ 1,687.75
			10% Engr. & Cont.	168.77
			Total	$ 1,856.52

Length of Roadway .067 mile
Cost per mile $27,709.25

20' Roadway (Sta. 3+65.2 to 15+65.2)

All Required		Clearing and Grubbing (5%)		$ 275.00
70	cu. yds.	Structural Excavation, Unclassified	$3.50	245.00
22,000	cu. yds.	General Excavation, Unclassified	0.21	4,620.00
50,000	yd. sta.	Short Overhaul	0.015	750.00
30	C-yd. sta.	Long Overhaul	0.35	10.50

0.23	mile	Finishing Roadbed and Slopes	$350.00	$ 80.50
400	lin. ft.	Rounding Cutbanks	0.15	60.00
30	lin. ft.	12" Corr. Metal Pipe	2.40	72.00
120	lin. ft.	36" Extra Strength Corr. Metal Pipe	9.00	1,080.00
1,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.60	2,860.00
1,450	cu. yds.	3" - 0" Material in Base	0.95	1,377.50
340	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	935.00
50	M-Gals.	Sprinkling	3.00	150.00
0.23	mile	Preparation of Base	135.00	31.05
26	cu. yds.	3/4" - 0" Material in Binder Course	4.20	109.20
90	cu. yds.	Furnishing and Placing Aggregates	4.20	378.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	112.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	112.00
6	tons	Furnishing and Placing 151-200 Asphalt	28.00	168.00
		Subtotal		$ 13,425.75
		10% Engr. & Cont.		1,342.57
		Total		$ 14,768.32

Length of Roadway .227 mile
Cost per mile $65,058.67

OUTSIDE CITY

20' Roadway (Sta. 15+65.8 to 335+91.6)

All Required		Clearing and Grubbing (94%)		$ 5,170.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.50	2,100.00
189,500	cu. yds.	General Excavation, Unclassified	0.21	39,795.00
669,000	yd. sta.	Short Overhaul	0.015	10,035.00
7,870	C-yd. sta.	Long Overhaul	0.35	2,754.50
4.51	miles	Finishing Roadbed and Slopes	350.00	1,578.50
19,600	lin. ft.	Rounding Cutbanks	0.15	2,940.00
1,170	lin. ft.	12" Corr. Metal Pipe	2.40	2,808.00
880	lin. ft.	18" Corr. Metal Pipe	3.00	2,640.00
40	lin. ft.	24" Corr. Metal Pipe	4.00	160.00
160	lin. ft.	36" Corr. Metal Pipe	8.00	1,280.00
50	cu. yds.	Class "A" Concrete in Box Culvert	55.00	2,750.00
7,500	lbs.	Metal Reinforcement in Box Culvert	0.10	750.00
1	only	Concrete Catch Basin	100.00	100.00
2,300	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.60	5,980.00

100	only	Wood Sight Posts	$ 3.50	$ 350.00
28,980	cu. yds.	3" - 0" Material in Base	0.95	27,531.00
7,330	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	20,157.50
930	M-Gals.	Sprinkling	3.00	2,790.00
5.65	miles	Preparation of Base	135.00	762.75
664	cu. yds.	3/4" - 0" Material in Binder Course	4.20	2,788.80
2,256	cu. yds.	Furnishing and Placing Aggregates	4.20	9,475.20
74	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	2,072.00
104	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	2,912.00
120	tons	Furnishing and Placing 151-200 Asphalt	28.00	3,360.00
			Subtotal	$153,040.25
			10% Engr. & Cont.	15,304.02
			Total	$168,344.27

Length of Roadway 5.658 miles
Cost per mile $29,753.31

Bridge (Sta. 206+39 to 208+00)

All Required		Shoring, Cribbing, Etc.		$ 1,200.00
220	cu. yds.	Structural Excavation for Bridge	$ 4.00	880.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
700	lin. ft.	Furnish Treated Piling	1.15	805.00
2,100	lin. ft.	Furnish Untreated Piling	0.42	882.00
72	only	Drive Piles	30.00	2,160.00
340	cu. yds.	Class "A" Concrete	52.00	17,680.00
66,000	lbs.	Metal Reinforcement	0.10	6,600.00
340	lin. ft.	Metal Handrail	10.00	3,400.00
			Subtotal	$ 33,807.00
			10% Engr. & Cont.	3,380.70
			Total	$ 37,187.70

Length .031 mile

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway (Inside City):			
41' Roadway	$ 1,856.52	$ 1,077.00	$ 779.52
20' Roadway	14,768.32	8,576.00	6,192.32
Roadway (Outside City)	168,344.27	97,753.00	70,591.27
Bridge	37,187.70	21,594.00	15,593.70
	$222,156.81	$129,000.00	$93,156.81

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

January 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Eagle Creek-Sandy Section, Project No. S-237 (2), which estimate has been revised by the addition of one bid item "Furnishing Untreated Piling" and a change in the quantity for the item "Drive Piles."

Six revised bid proposals and one blue print copy of plan sheet number 2 and structural drawings numbers 8671 and 8672 are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:EM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-237 (2)

EAGLE CREEK-SANDY SECTION OF THE WOODBURN-SANDY HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 6, 1947

INSIDE CITY OF SANDY

41' Roadway (Sta. 0+10 to 3+65.2)

All Required	Clearing and Grubbing (1%)		$ 150.00
500 cu. yds.	General Excavation, Unclassified	$ 0.28	140.00
.07 mile	Finishing Roadbed and Slopes	400.00	28.00
570 cu. yds.	3" - 0" Material in Base	1.25	712.50
130 cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	357.50
20 M-gals.	Sprinkling	2.50	50.00
.07 mile	Preparation of Base	150.00	10.50
20 cu. yds.	3/4" - 0" Material in Binder Course	3.75	75.00
54 cu. yds.	Furnishing and Placing Aggregates	3.75	202.50
2 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	60.00
2 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	60.00
4 tons	Furnishing and Placing 151-200 Asphalt	30.00	120.00
2 tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
5 tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
	Subtotal		$ 1,966.00
	10% Engr. & Cont.		196.60
	Total		$ 2,162.60

Length of Roadway .067 mile
Cost per mile $32,277.60

20' Roadway (Sta. 3+65.2 to 15+65.8)

All Required	Clearing and Grubbing (5%)		$ 750.00
70 cu. yds.	Structural Excavation, Unclassified	$ 3.00	210.00

22,000	cu. yds.	General Excavation, Unclassified	$0.28	$ 6,160.00
50,000	yd. sta.	Short Overhaul	0.02	1,000.00
30	C-yd. sta.	Long Overhaul	0.50	15.00
0.23	mile	Finishing Roadbed and Slopes	400.00	92.00
400	lin. ft.	Rounding Cutbanks	0.12	48.00
30	lin. ft.	12" Corr. Metal Pipe	2.00	60.00
120	lin. ft.	36" Extra Strength Corr. Metal Pipe	8.00	960.00
1,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.50	3,850.00
1,450	cu. yds.	3" - 0" Material in Base	1.25	1,812.50
340	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	935.00
50	M-gals.	Sprinkling	2.50	125.00
0.23	mile	Preparation of Base	150.00	34.50
26	cu. yds.	3/4" - 0" Material in Binder Course	3.75	97.50
90	cu. yds.	Furnishing and Placing Aggregates	3.75	337.50
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	120.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	120.00
6	tons	Furnishing and Placing 151-200 Asphalt	30.00	180.00
5	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
7	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
		Subtotal		$ 16,907.00
		10% Engr. & Cont.		1,690.70
		Total		$ 18,597.70

Length of Roadway .227 mile
Cost per mile $ 81,928.19

OUTSIDE CITY

20' Roadway (Sta. 15+65.8 to 335+91.6)

All Required		Clearing and Grubbing (94%)		$ 14,100.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00
189,500	cu. yds.	General Excavation, Unclassified	0.28	53,060.00
669,000	yd. sta.	Short Overhaul	0.02	13,380.00
7,870	C-yd. sta.	Long Overhaul	0.50	3,935.00
4.51	miles	Finishing Roadbed and Slopes	400.00	1,804.00
19,600	lin. ft.	Rounding Cutbanks	0.12	2,352.00
1,170	lin. ft.	12" Corr. Metal Pipe	2.00	2,340.00
880	lin. ft.	18" Corr. Metal Pipe	3.00	2,640.00

40	lin. ft.	24" Corr. Metal Pipe	$ 4.50	$ 180.00
160	lin. ft.	36" Corr. Metal Pipe	7.50	1,200.00
50	cu. yds.	Class "A" Concrete in Box Culvert	45.00	2,250.00
7,500	lbs.	Metal Reinforcement in Box Culvert	0.09	675.00
1	only	Concrete Catch Basin	45.00	45.00
2,300	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.50	8,050.00
100	only	Wood Sight Posts	4.50	450.00
28,980	cu. yds.	3" - 0" Material in Base	1.25	36,225.00
7,330	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	20,157.50
930	M-gals.	Sprinkling	2.50	2,325.00
5.65	miles	Preparation of Base	150.00	847.50
664	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,490.00
2,256	cu. yds.	Furnishing and Placing Aggregates	3.75	8,460.00
74	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,220.00
104	tons	Furnishing and Placing RC-3 in Binder Course	30.00	3,120.00
120	tons	Furnishing and Placing 151-200 Asphalt	30.00	3,600.00
127	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
148	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$187,706.00
			10% Engr. & Cont.	18,770.60
			Total	$206,476.60

Length of Roadway 5.658 miles
Cost per mile $36,492.85

Bridge (Sta. 206+39 to 208+00)

All Required		Shoring, Cribbing, Etc.		$ 4,000.00
220	cu. yds.	Structural Excavation for Bridge	$ 7.50	1,650.00
20	cu. yds.	Structural Excavation Below Elevations Shown	12.00	240.00
700	lin. ft.	Furnish Treated Piling	1.50	1,050.00
2,100	lin. ft.	Furnish Untreated Piling	0.50	1,050.00
72	only	Drive Piles	50.00	3,600.00
340	cu. yds.	Class "A" Concrete	45.00	15,300.00
66,000	lbs.	Metal Reinforcement	0.09	5,940.00
340	lin. ft.	Metal Handrail	9.00	3,060.00
			Subtotal	$ 35,890.00
			10% Engr. & Cont.	3,589.00
			Total	$ 39,479.00

Length .031 mile

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway (Inside City):			
41' Roadway	$ 2,162.60	$ 1,078.00	$ 1,084.60
20' Roadway	18,597.70	9,274.00	9,323.70
Roadway (Outside City):	206,476.60	102,961.00	103,515.60
Bridge	39,479.00	19,687.00	19,792.00
	$266,715.90	$133,000.00	$133,715.90

December 9, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement and three copies of summary of Federal Aid work to accompany plans and specifications for the Eagle Creek-Sandy Section, Project No. S-237 (2).

One set of blue print plans and six copies of bid proposal are being sent under separate cover.

No landscaping work is contemplated on this project for the reason that climatic conditions are such that natural grasses grow luxuriantly and will soon cover the roadbed slopes, providing slope cover quite as effectively as artificial seeding. The country traversed by the project is rolling and to some extent wooded. Accordingly the natural pleasing appearance of the roadside can not be improved by the planting of trees and shrubs.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:SM

Oregon State Highway Department

Federal Aid Secondary
Project No. S-237 (2)

EAGLE CREEK-SANDY SECTION OF THE

WOODBURN-SANDY HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1946

INSIDE CITY OF SANDY

41' Roadway (Sta. 0+10 to 3+65.2)

All Required		Clearing and Grubbing (1%)		$ 150.00
500	cu. yds.	General Excavation, Unclassified	$0.28	140.00
.07	mile	Finishing Roadbed and Slopes	400.00	28.00
570	cu. yds.	3" - 0" Material in Base	1.25	712.50
130	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	357.50
20	M-gal.	Sprinkling	2.50	50.00
.07	mile	Preparation of Base	150.00	10.50
20	cu. yds.	3/4" - 0" Material in Binder Course	3.75	75.00
54	cu. yds.	Furnishing and Placing Aggregates	3.75	202.50
2	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	60.00
2	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	60.00
4	tons	Furnishing and Placing 151-200 Asphalt	30.00	120.00
2	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
5	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$ 1,966.00
			10% Engr. & Cont.	196.60
			Total	$ 2,162.60

Length of Roadway	.067 mile
Cost per mile	$32,277.60

20' Roadway (Sta. 3+65.2 to 15+65.8)

All Required		Clearing and Grubbing (5%)		$ 750.00
70	cu. yds.	Structural Excavation, Unclassified	$ 3.00	210.00
22,000	cu. yds.	General Excavation, Unclassified	0.28	6,160.00
50,000	yd. sta.	Short Overhaul	0.02	1,000.00
30	C-yd. sta.	Long Overhaul	0.50	15.00
0.23	mile	Finishing Roadbed and Slopes	400.00	92.00
400	lin. ft.	Rounding Cutbanks	0.12	48.00
30	lin. ft.	12" Corr. Metal Pipe	2.00	60.00
120	lin. ft.	36" Extra Strength Corr. Metal Pipe	8.00	960.00
1,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.50	3,850.00
1,450	cu. yds.	3" - 0" Material in Base	1.25	1,812.50
340	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	935.00
50	M-gal.	Sprinkling	2.50	125.00
0.23	mile	Preparation of Base	150.00	34.50
26	cu. yds.	3/4" - 0" Material in Binder Course	3.75	97.50
90	cu. yds.	Furnishing and Placing Aggregates	3.75	337.50
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	120.00
4	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	120.00
6	tons	Furnishing and Placing 151-200 Asphalt	30.00	180.00
5	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
7	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$ 16,907.00
			10% Engr. & Cont.	1,690.70
			Total	$ 18,597.70

Length of Roadway .227 mile
Cost per mile $81,928.19

OUTSIDE CITY

20' Roadway (Sta. 15+65.8 to 328+91.6)

All Required		Clearing and Grubbing (94%)		$ 14,100.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00

189,500	cu. yds.	General Excavation, Unclassified	$0.28	$ 53,060.00
669,000	yd. sta.	Short Overhaul	0.02	13,380.00
7,870	C-yd. sta.	Long Overhaul	0.50	3,935.00
4.51	miles	Finishing Roadbed and Slopes	400.00	1,804.00
19,600	lin. ft.	Rounding Cutbanks	0.12	2,352.00
1,170	lin. ft.	12" Corr. Metal Pipe	2.00	2,340.00
880	lin. ft.	18" Corr. Metal Pipe	3.00	2,640.00
40	lin. ft.	24" Corr. Metal Pipe	4.50	180.00
160	lin. ft.	36" Corr. Metal Pipe	7.50	1,200.00
50	cu. yds.	Class "A" Concrete in Box Culvert	45.00	2,250.00
7,500	lbs.	Metal Reinforcement in Box Culvert	0.09	675.00
1	only	Concrete Catch Basin	45.00	45.00
2,300	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.50	8,050.00
100	only	Wood Sight Posts	4.50	450.00
28,980	cu. yds.	3" - 0" Material in Base	1.25	36,225.00
7,330	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	20,157.50
930	M-gals.	Sprinkling	2.50	2,325.00
5.65	miles	Preparation of Base	150.00	847.50
664	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,490.00
2,256	cu. yds.	Furnishing and Placing Aggregates	3.75	8,460.00
74	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,220.00
104	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,120.00
120	tons	Furnishing and Placing 151-200 Asphalt	30.00	3,600.00
127	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
148	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$187,706.00
			10% Engr. & Cont.	18,770.60
			Total	$206,476.60

Length of Roadway 5.658 miles
Cost per mile $36,492.85

Bridge (Sta. 206+79 to 208+60)

All Required	Shoring, Cribbing, Etc.		$ 4,000.00
260 cu. yds.	Structural Excavation for Bridge	$7.50	1,950.00

20	cu. yds.	Structural Excavation Below Elevations Shown	$12.00	$ 240.00
700	lin. ft.	Furnish Treated Piling	1.50	1,050.00
18	only	Drive Piles	50.00	900.00
340	cu. yds.	Class "A" Concrete	45.00	15,300.00
66,000	lbs.	Metal Reinforcement	0.09	5,940.00
340	lin. ft.	Metal Handrail	9.00	3,060.00
			Subtotal	$ 32,440.00
			10% Engr. & Cont.	3,244.00
			Total	$ 35,684.00

Length .031 mile

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway (Inside City):			
41' Roadway	$ 2,162.60	$ 1,094.00	$ 1,068.60
20' Roadway	18,597.70	9,408.00	9,189.70
Roadway (Outside City)	206,476.60	104,447.00	102,029.60
Bridge	35,684.00	18,051.00	17,633.00
	$262,920.90	$133,000.00	$129,920.90

SUMMARY OF FEDERAL AID WORK

EAGLE CREEK-SANDY SECTION

PROJECT NO. S-237 (2)

Former		Present			Length	
Section	Type	Type	Rdwy. Width	Sta. to Sta.	Former	Present
-	-	3210	41	(0+10 to 3+65.2)	-	.067
-	-	3210	20	(3+65.2 to 15+65.8)	-	.227
-	-	3210	20	(15+65.8 to 256+17.5=274+00) (335+50 to 335+91.6)	-	4.494
NRS 237	350	3210	20	(274+00 to 335+50)	1.164	1.164
-	-	X020		(206+39 to 208+00)	-	.031

EAGLE CREEK-SANDY SECTION

PROJECT NO. S-237 (2)

While negotiations for rights of way are in progress, thirty parcels have not been acquired, nor has the right to occupy and use the parcels been secured, but it is now believed all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 9, 1946

RECEIVED
APR 28 1947
FOR FILING

S-2237(2)

April 26, 1947

R. A. Heintz-Construction
2101 N.E. Union Ave.
Portland 11, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 2237 which was awarded to you on March 27, 1947 by the State Highway Commission, covering the grading, surfacing, oiling and structure on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway in Clackamas County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fs

1 Encl.

Recorded
JL

RECEIVED
APR 15
FOR FILING

S-237(2)

April 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 9, 1947, on Contract No. 2887, Eagle Creek-Sandy Section in connection with Federal Aid Project No. S-237 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:SM

FORM E-125X 5M 5-46

COMMISSION
T. H. BANFIELD,
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
MAR 31 1947
FOR FILING

1 237-2

March 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of encroachment resolution adopted by the City of Sandy for the portion of Federal Aid Project No. S-237 (2) (Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway) in the City of Sandy.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

me

Encl.

✓ cc Mr. J. W. Nash

Ron

5

RECEIVED
MAY 10 1947
FOR FILING

5-237 (2)

AGENDA
APR 22 1947

4-l

March 27, 1947

R. A. Heintz - Construction
8101 N. E. Union Avenue
Portland 12, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling, construction of a concrete viaduct, and furnishing crushed material in stockpiles on the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, in Clackamas County, based on your low bid of $221,710.75 submitted on February 4, 1947.

This award was made subject to the condition that no work shall be performed between Stations 0+10 and 30+0 until authorized by the Engineer.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
cc - Mr. R. G. Smith
Mr. S. R. Probert
Goldie Lewis

and confirmed at Com. meeting 4/22/47

5+C

Charge to the account of ______________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 27, 1947
4:30 p.m.

R. A. Heintz - Construction
8101 N. E. Union Avenue
Portland 12, Oregon

State Highway Commission awarded you today contract for construction of Eagle Creek-Sandy Section of Woodburn-Sandy Secondary Highway, Clackamas County, based on your low bid submitted February 4, 1947, subject to condition that no work shall be performed between Stations 0+10 and 30+0 until authorized by Engineer. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

[illegible] 237-2

RECEIVED
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201
(40)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The ... of origin. Time of receipt is STANDARD TIME at point of destination

PRC98 DL PD=PORTLAND ORG 27 228P

1947 MAR 27 PM 2 46

R H BALDOCK=

STATE HIGHWAY ENGINEER=SM=

REYOURTEL TODAY ALL REQUIRED RIGHTS OF ENTRY OBTAINED FAS PROJECT 237(2) EAGLE CREEK SANDY PROJECT AS REQUESTED WE HEREBY CONCUR IN AWARD CONTRACT TO LOW BIDDER R A HEINTZ CONSTRUCTION COMPANY=

T M DAVIS.

FAS 237(2).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Place PORTLAND, OREGON

CONCURRENCE REQUESTED IN AWARD TODAY CONTRACT EAGLE CREEK-SANDY PROJECT TO R. A. HEINTZ CONSTRUCTION ON BID SUBMITTED FEBRUARY FOURTH. ALL REQUIRED RIGHTS OF ENTRY ARE OBTAINED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
APR 8 1947
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(57)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRC42 PD=PORTLAND ORG 4 949A

1947 MAR 4 AM 9 58

S H PROBERT=
OFFICE ENGINEERS STATE HIGHWAY COMMISSION SM=

AS PER MR BALDOCKS REQUEST WE APPROVE DELAY UNTIL APRIL FIRST 1947 OF AWARDING CONTRACT ON EAGLE CREEK SANDY SECTION WOODBURN SANDY SCONDARY HIGHWAY OUR BONDING COMPANY NOTIFIED LETTER FOLLOWS=

=R A HEINTZ CONSTRUCTION.

=1947=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Place

WE HAVE TELEGRAM FROM HEINTZ CONSTRUCTION COMPANY CONSENTING TO DELAY IN AWARD OF EAGLE CREEK CONTRACT TO APRIL FIRST. TELEGRAM IS TO BE CONFIRMED BY LETTER WITH CONSENT OF SURETY. THIS ARRANGEMENT IS ACCEPTABLE TO DEVERS.

S. H. PROBERT

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
APR 4 1947
FOR FILING

S-237 (2)

January 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 27, 1947 concerning the moving of a water pipe in the city of Sandy, in connection with the construction of the Eagle Creek-Sandy Section, Project No. S-237 (2).

Please be advised that no Federal participation will be requested on the cost of the moving of the pipe.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:BM

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

January 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt of revised plan sheets 3 and proposal page 31 for Oregon Project S-237(2), the Eagle Creek - Sandy Section of the Woodburn - Sandy Highway is acknowledged. Before recommending these revised papers for approval, we would appreciate you confirming our understanding that the water pipe installation is to be non-participating.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
JAN 18 1947
OREGON
STATE HIGHWAY COMMISSION

5

RECEIVED
MAY 15 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

S 237-2

January 14, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-237(2), Eagle Creek - Sandy Section of the Woodburn - Sandy Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have changed the two references to Station 324+25 on page 6 of the special provisions to Station 330+30 in order to coincide with location of the item on the plans.

334+30

Will you please furnish us the usual copies of resolution by the City of Sandy covering encroachment.

Concurrence in contract award will be withheld pending receipt of advice that right of entry has been obtained for unacquired right of way.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

For

RECEIVED
JAN 15 1947
OREGON
STATE HIGHWAY COMMISSION

FI-302(3) Ashland (Water St.-Oak St.) 1947
Sec., Pacific Hwy.
#2888

RECEIVED
FOR FILING

FI-302 (3)

2888

mrs. Ferris

Salem, Oregon
August 24, 1951

Mr. M. H. Hawke
Auditor
Building

Dear Mr. Hawke:

Attached are two notices of garnishment served in this office at 4:50 p.m., August 23, 1951. One of the garnishments is against Ashbahr Company, Inc., in the sum of $234.73. The other garnishment is against Albert W. Denton, d.b.a. Denton Construction Company in the sum of $1,189.50. Both garnishments have been served by the State Tax Commission for taxes due the State of Oregon.

We have been unable to ascertain the contracts to which the garnishment against the Denton Construction Company applies, but from the name of the company we find three contracts awarded to them; namely, Contracts 2888, 2899 and 2944. We have no information concerning the Ashbahr Company, Inc.

Please withhold payments as required by the notices of garnishment and forward the~~m~~ notices to Mr. Devers for further handling when you have finished with them.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. J. M. Devers

Memorandum

Date 8-24-51 Time 3:25p. m.

To Mr. Glaisyer

Mr. E. L. Hildreth, Tax Commission

Of

Telephone No. 589

Re: tax claim against Albert W. Denton dba Denton Construction Co.

x	Telephoned		Called to see you
	Wants you to call		Ret'd. your call
	Will call again		RUSH

Message He stated you had asked if he would try to ascertain when this tax indebtedness occurred and where. He stated there are hardly any records. He stated that the bonding company took over the books when the claims were filed against Mr. Denton, and the auditor said the books are in such a shape they cannot straighten them out. Mr. Roberts

By OVER

said he has talked with their attorney, Mr. Roberts, ex[illegible]9 or 469, and either Mr. Hildreth or M[illegible] Roberts will be glad to talk to either you or Mr. Devers about the situation however he cannot give you the data you asked for - that is, when the indebtedness incurred as the bonding company has the books--

EIVED
FOR FILING
FL-304(3)
2532

RECEIVED
JUL 31 1951
FOR FILING

FI - 302 (3)

2888

C O P Y

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1951

SUBJECT:

Referred to
Querry
by secretary
Note on cards then
return to me.

To: Mr. H. B. Glaisyer

OFFICE

Re: Contracts 2899, 2888 and 2944

Dear Mr. Glaisyer:

Please refer to the agreement between the Highway Commission and the Glens Falls Indemnity Company concerning the Denton Construction Company contracts, the original of which agreement you have in your files. Will you please get for me a warrant or check covering the amount of money earned but unpaid with respect to the said contract?

I am under obligation to mail this to John M. Coke for the glens Falls Indemnity Company. If you prefer to mail it to him you may do so but send me a copy of the letter of transmittal.

Yours very truly,

J.M. Devers

J. M. Devers

JMD: PW

Noted on Card
6-1-51 GL

MEMO: Agreement with Glens Falls Ind. Co. filed in Con. #2944.

Told Miss Wicklander
on 6/6 to get warrants on
contracts 2899 and 2944
from S. of State to give
them to me.

RECEIVED
[illegible]
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

M. H. HAWKE
AUDITOR

H. B. GLAISYER
SECRETARY

71-302(3)

2888

October 11, 1950

COPY

Miss Doris Barnes
Chief, Legal Section
Internal Revenue Department
Portland 9, Oregon

Re: Albert W. Denton dba
Denton Construction Co.

Dear Miss Barnes:

I have just been furnished the information which you requested in connection with the Denton Construction Company contracts and I enclose that information on the attached sheet.

I shall be glad to discuss this matter further with you and the bonding company.

Oregon law provides that highway funds are trust funds and are dedicated to the payment of labor, material and other claims incurred in connection with highway construction. The Denton Construction Company failed financially and its surety or bonding company took over the work and completed it at a substantial loss. The bonding company has paid many labor and material claims and there are some still unpaid.

It is my understanding that the government's claim did not develop out of any transaction connected with any of these jobs but is a debt incurred in connection with an independent contract unrelated entirely to the State work, but was instead, as I am advised, a contract with the Bonneville Power Administration. It is because of the radical divorcement between the government's claim and the funds in dispute that I have been compelled to say to the Commission that in my opinion moneys earned and unpaid under the Denton Construction Companys contracts are pledged first to the payment of labor and material claims, whether those claims be paid by the contractor or the contractor's bonding company.

If the government's claim had developed in connection with any one of these contracts then I can see where there might be ground or law upon which to give the government's claim preference over the other claims connected with the jobs, but as I have stated, the government's claim, if I am correctly informed is in nowise related to any one of these jobs. I shall welcome an opportunity to have this issue disposed of and I shall cooperate with you and the bonding company to that purpose.

The amount of unpaid claims shown against each job should be understood as estimates only. Our information with respect to unpaid claims is predicated on and computed from claims filed with the Commission. It is altogether probable that many of the claims filed have been paid, but the claimants do not advise the Commission with respect to that matter, so, as I have said, in giving information concerning claims against the respective jobs we have simply given the total of claims filed regardless of the dates upon which the claims were filed.

Yours very truly,

J. M. DEVERS

JMD:JK
cc: John L. Coke, Atty.
Paul Lynch
H. B. Glaisyer
Encl.

Denton Construction Company Contract # 2888 - Ashland

(1) Amount of contract $49,848,00.

(2) Total amount earned under contract $34,309.08.

(3) Total amount paid $34,309.08.

(4) Total amount withheld None.

(5) Total amount of unpaid claims against job $2225.92, plus claim of State Industrial Accident Commission, amount not stated.

Denton Construction Company Contract # 2899 - Madras

*****

Denton Construction Companys Contract # 2944 - Gardiner

*****

Copy

FORM E-122X 5M REVISED 12-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

RECEIVED
AUG 3 1949
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

FI-302 (3)

2888

July 1, 1949

Mr. John M. Coke, Attorney
Yeon Building
Portland, Oregon

2888

Dear Mr. Coke.

I received a carbon copy of your letter addressed to the Oregon State Highway Commission and directed to the attention of Mr. Glaisyer, the Commission's Secretary, concerning State Contracts Nos. 2899 and 2944 between the Denton Construction Company and the State.

This problem is a troublesome one. Personally, I think that the Glens Falls Indemnity Company is entitled to the money earned and to be earned under those contracts under the circumstances which attend the contracts, but my problem is to know how to protect the State. If it should be determined that the Government's claim supersedes the interest of the assignee, and the State were to release the money, we would be in an embarrassing situation.

It may be that some arrangement can be worked out between the Government, the Bonding Company and the State, whereby the State will be permitted to release these moneys so that labor and material claims will be paid, and the Bonding Company, in connection with that transaction obligates itself to refund the amount of the Government's claim in the event that by Court order or other decision it be established that the moneys earned under the contract should have been paid to the Government pursuant to its lien.

I would like to know what you tink of the idea, and if you don't approve the suggestion, have you any other suggestion to offer which will afford protection to the Highway Commission in the event the moneys are released.

Yours very truly,

JMD:FRC

J. M. DEVERS

cc- Mr. H. B. Glaisyer

Originals filed in State Job File 10-1123 Contract # 2944.

Kern Crandall

Law Offices of
Crandall & Coke
Yeon Building
Portland 4, Oregon

John M. Coke

June 28, 1949

C O P Y

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaysier, Secretary

Re: Denton Construction Company
State Contracts No. 2899 and 2944

Gentlemen:

Mr. Devers forwarded this office copy of letter dated June 24, 1949, addressed to Hugh H. Earle, Collector of Internal Revenue, together with a copy of a letter to Mr. Baldock in connection with the above two highway jobs. In the letter to Mr. Baldock it is stated as follows:

> "I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature."

Apparently Mr. Devers is referring to the final payment on Contract No. 2899 which is known as The Dalles, California-Madras Highway Job. As your file will show the contractor, Albert W. Denton, as of October 2, 1948 made an assignment to the undersigned, the Glens Falls Indemnity Company, of any funds forthcoming from the State on this job. Therefore if any vouchers and payments are to be made they should be forwarded to the undersigned assignee in care of this office.

As your file will further show, on Contract No. 2944 known as the Douglas County-Gardiner Job, a similar assignment was entered into by Albert W. Denton. Your file will also show that the Denton Construction Company was officially declared in

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Y

default on this job and subsequently we as the bonding company entered into a subcontract with Harr & Horton for the completion. Several days ago the Gardiner Job was conpleted and accepted by the State Engineers. It is our opinion that after the State Highway Commission has once declared the contractor in default and the bonding company takes over that thereafter any payments or transactions should be in the name of the bonding company. Otherwise it creates an impossible and awkward situation when your records subsequent to the default are still kept in thename of the original contractor, particularly in this case when the original contractor is not now available for the execution of any of the necessary documents.

The writer expects to be in Salem some time this week and would be pleased to discuss this matter with yourself and Mr. Devers.

Very truly yours,

/S/ John M. Coke

John M. Coke

jmc rb

cc J. M. Devers
Chief Counsel
State Highway Commission

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 24, 1949

C
O
P
Y

Honorable High H. Earle
Collector of Internal Revenue
Portland, Oregon

Dear Sir:

There has just been served on the Commission under date of June 22, 1949, a Notice of Levy with respect to a debt which it appears the Denton Construction Company owes the Government and which debt is in the sum of $4,806.16 and grows out of monies withheld by the contractor but not remitted to the Government.

I am enclosing a copy of the letter I have this day addressed to Mr. Baldock, the Chief Engineer, and I call your attention to my letter addressed to you under date of February 7, 1949, which letter was prompted by service on the Commission of a Notice of Levy involving the sum of $10,831.82.

Since the first notice was served I have received no information as to whether any part of the money claimed in that Notice of Levy has been paid and I would like to know now whether or not this last Notice of Levy covering the sum of $4,806.16 represents the total amount due from the Denton Construction Company.

There is another question I would like to be informed on and that is, is the amount of money called for in this second or last notice of money due in connection with the contract which is still underway and not yet completed; namely Contract 2944?

The Highway Commission is anxious to meet its obligation to the Government but is uncertain with respect to the priority of the Government's claim as against the surety company, which holds an assignment which ant antedates the Notice of Levy. If this last levy in the sum of $4,806.16 is for a claim growing out of the pending contract I shall give serious consideration to advising the Commission to withhold that amount from both the contractor and his surety pending a determination as to the prior rights of the Government.

Such information or advise as you are at liberty to give will be appreciated.

Very truly yours,

J. M. DEVERS

CC: Glens Falls Indemnity Co.
Mr. Paul Lynch
Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. M. H. Hawke

JMD:NH

Originals filed in State Job file 10-1123 Contract # 2944.

C
O
P
Y

June 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

The Denton Construction Company entered into a contract with the State covering some work at or near Gardiner. The number of the contract, I believe, is 2944. It appears that the United States Government has a claim against the Denton Construction Company in the sum of $4,806.16 which grew out of withholding tax which it appears the contractor has not paid to the Government. I am advised, but have not verified the information, that the Government's claim grew out of and is related to a different contract than the one now under consideration. I believe our record shows that the Denton Construction Company has defaulted in the performance of its contract and the work is now being supervised and conducted by the Glens Falls Indemnity Company, surety for the Denton Construction Company. Under normal conditions all monies due or earned under the job would be payable to the Glens Falls Indemnity Company since it, as surety, is trying to make good the default of its principal, the Denton Construction Company.

Quite some time ago the Collector of Internal Revenue caused to be served on the Highway Commission a Notice of Levy, which Notice was dated February 4, 1949, and called for the payment of $10,831.82. In response to that Notice of Levy I addressed a letter to Mr. Hugh H. Earle, Collector of Internal Revenue, under date of February 7, 1949, in which letter I advised the Collector that the Denton Construction Company had entered into three contracts with the State, identified as Contracts 2888, 2899, and 2944. I advised also that the first contract had been completed by the contractor, accepted by the State, and final payment had been made. I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature. I advised that contract 2944 at that time was uncompleted.

I also advised the Collector in that letter that the Denton Construction Company had earned under said unfinished contract as of November 10, 1948, a total sum of $82,044.50, on which amount there had been paid $74,671.41, and at that time there was a balance due

Originals filed in State Job File 10-1123 Contract #2944

COPY

the contractor in the sum of $7,373.10.

I also advised at that time that prior to the date upon which the Notice of Levy had been served the contractor had assigned to the Glens Falls Indemnity Company all monies earned or to be earned under the last two contracts.

What has been done with respect to payment by the contractor or by his surety on the Government's claim I do not know, but I wish to adivse that a Notice of Levy dated June 22, 1949, has been served on the State Highway Commission by the Collector of Internal Revenue advising that the Denton Construction Company is indebted to the Government in the sum of $4,806.16.

The Purpose of this letter is to call to your attention these facts and to advise that a copy of this letter has been mailed to the Denton Construction Company, the Glens Falls Indemnity Company, Honorable High H. Earle, Collector of Internal Revenue, and to Mr. Paul Lynch, the Internal Revenue Collector located in room 207, Post Office Building, Salem, Oregon. A copy has likewise been sent to Mr. Hawke, the Commission's Auditor, and Mr. Glaisyer, the Commission's Secretary.

In my letter to Mr. Earle I have asked for information concerning the earlier Notice of Levy in which a larger amount was involved and have also asked for information as to the total amount now due from the Denton Construction Company, and have asked to be advised with respect to the contracts out of which this debt has grown. I need this information a so that I may properly advise the Commission for I do not want the Commission to be in a position of having disregarded these notices if the Commission is under obligation to withhold from the State's contractor monies earned under the unfinished contract.

I shall advise you further later.

Very truly yours.

J. M. DEVERS

JMD:NH

cc - Mr. High H. Earle
Glens Falls Indemnity Company
Mr. Paul Lynch
Mr. H. B. Glaisyer
Mr. M. H. Hawke

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APR 11 1949
FOR FILING

FI-302 (3)

2882

April 7, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith are copies of the special supplemental agreement with Albert H. Denton, contractor, for completing the paving on the Ashland (Water St.-Oak St.) Section of the Pacific Highway in Jackson County, statement of the items making up the $7,873.00 deduction from contractors final estimate and detail charges for equipment rental as requested in your letter dated April 4, 1949, on Contract No. 2882, Oregon Project FI-303-(3).

302

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SBP:cw

Encl. (3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

April 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher submitted for Oregon Project No. FI-302(3), Ashland Section of the Pacific Highway.

In the review of this final voucher, it is noted that it has not been prepared to indicate the fact that more than half of the asphaltic concrete was placed with publicly owned equipment. This is a violation of the regulation prohibiting the use of Federal funds for rental of publicly owned equipment.

Our files indicate that this matter was discussed by phone with Mr. Williams on September 30, 1947 and he advised that a letter would be submitted. This was not received nor was the supplemental agreement with the contractor providing for this major change in the method of handling the work submitted for approval.

Please submit copies of the supplemental agreement and supporting data covering the deduction of $7,873.00 from the contractor's final estimate for asphaltic concrete placed by State Forces. The rentals charged for all State equipment used should be shown in detail. As our recommendations for a reduction in the amount claimed and payment of the voucher cannot be made until this data is received, its submission at an early date is desired.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
DEC 10 1948
FOR FILING
71-302 (E)
2888

December 8, 1948

Tru-Mix Concrete Company
248 McAndrews Road
Medford, Oregon

Attention: Mr. Miles Stuart

Dear Mr. Stuart:

In your letter of November 26, 1948, received in this office December 6, 1948, you inquire concerning the A. W. Denton Construction Company contract covering construction of the Plaza Section of the Pacific Highway, in Ashland.

Investigation of our records reveals that this contract, which is State Highway Contract No. 2888, was completed by the contractor on October 16, 1947, and was formally accepted by the State Highway Commission on November 25, 1947. Final payment for work performed under the contract was made to the contractor on August 6, 1948.

Investigation of the final voucher reveals that the contractor did not sign the usual statement to the effect that all claims incurred in connection with this project had been paid in full. This may be the "final clearance" which you mention in the second paragraph of your letter.

The time for filing claims against public works contracts is designated by law to be within a period of six months from the date of completion of the projects and formal acceptance of them by the proper office having jurisdiction. In this case, of course, it would be the State Highway Commission. As stated above, the Highway Commission accepted the job on November 25, 1947, so according to that, the six-months period expired on about May 25, 1948.

I enclose a mimeographed excerpt from the Oregon laws relative to the filing of the claims, and you will note that insofar as state highway work is concerned the claim must be filed with the Secretary of State prior to the expiration of such six-months period in order to hold the bond liable and responsible for the claim. Evidently your

REFERRED TO Geery BY SECRETARY

note on card

NOTED ON CARD

claim was not filed within that six-months period, and I question whether or not the court would hold the bond liable; however, it might be well to make such a filing notwithstanding that the time limit has expired.

The bond furnished by Mr. Benton in connection with this job was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.

NOTED ON CARD
12-8-48

10M 2-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. Glaisyer

December 7, 1948

File clerk in acc. office pulled voucher 10185 - final for Denton on contract 2888. Final release was attached but she says it is not signed.

Tru-Mix Concrete Company
248 McAndrews Road
Medford, Oregon

Gentlemen:

We have your letter of November 26 in which you state that you have a claim against the Denton Construction Company for work performed by them on the Plaza job at Ashland, Oregon.

We believe that this is our Contract No. 2888 which was completed October 16, 1947 and accepted by the Commission November 25, 1947. Final payment was made to the contractor on August 6, 1948.

As more than six months have elapsed since the contract was completed and accepted it appears that you would not have a claim against the bonding company. The Oregon law provides that claims be filed with the Secretary of State in order to provide protection following six months after completion and acceptance of a job. ~~The Denton Construction Company signed the final clearance on the above contract.~~ (not signed)

The bonding company on this job was Glens Falls Indemnity Company, whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, Oregon.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

STUART

F. L. SOMERS

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
348 McANDREWS ROAD
TELEPHONE 3910
MEDFORD, OREGON

READY MIXED CONCRETE
DELIVERED TO JOB

BETTER MATERIAL
AT LESS COST

2888

November 26, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are enclosing herewith a statement covering an account due us for materials furnished A. W. Denton Construction Company on their Oregon State Hiway contract covering the Plaza job at Ashland, Oregon.

Please advise if the bonding company has been released or not on the above job, and if we have any come back on the bonding company on the above account. We would also like to know if A. W. Denton Construction Company signed the final clearance on the above contract and whether or not they have received their final estimate?

Thanking you for the above information, we beg to remain

Yours very truly,

Tru-Mix Concrete Company

By Miles Stuart

HMB/h

ANSWERED
H B GLAISYER

REFERRED TO
Query
BY SECRETARY

prepare reply

10185

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

11-26-48 g.e

STUART

F. L. SOMERS

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
248 McANDREWS ROAD
TELEPHONE 2910
MEDFORD, OREGON

READY MIXED CONCRETE
DELIVERED TO JOB

BETTER MATERIAL
AT LESS COST

November 26, 1948

A.W. Denton,
590 Failing Building
Portland, Oregon

April 23, 1947 - 8 hrs. Hoe - 8 hrs. truck	108.00
4/22/47, 24109, 6½ hrs. Hoe - 8 hrs. truck & move	113.75
5/7/47, 117 - 6½ hrs. dragline and move	69.00
5/8/47, 118 - 8 hrs. dragline	64.00
5/9/47, 119 - 7 hrs. dragline	56.00
5/7/47, 140 - 4 hrs. truck	16.00
5/8/47, 141 - 4 hrs. truck	16.00
5/9/47, 142 - 7 hrs. truck	28.00
5/21/47, 337 - 100 ft. ½ x 9" exp. joint	17.50
5/22/47, 8 yds. concrete, 1 sax cement, 13 miles travel 343, 346, 352, 360	108.75
5/26/47, 5 yds. concrete, 1sax cement, 12 miles travel, 463, 464, 471	69.45
5/13/47, 7 hrs. crane, 7 hrs. truck, 642	84.00
6/4/47, 6½ yds. concrete, 12 miles, 732,733,736,742	89.15
6/3/47, 3 yds. concrete, 724, 727, 729	30.00
6/10/47, 8 yds. concrete (6 sax) 12 miles travel, 1039, 1044, 1048, 1052	107.20
6/12/47, 8 yds. concrete (6 sax) 12 miles travel, 1099, 1115, 1127, 1141	106.40
6/14/47, 11 yds. concrete (6 & 8 sax) 12 miles travel, 1222. 1227. 1237. 1238. 1244	162.10
6/16/47, 1281, 150 ft. ½ x 4" exp. joint	15.00
6/18/47, 10 yds. concrete (6 sax) 12 miles travel, 1354, 1356, 1357, 1362, 1368	137.10
6/19/47, 11 yds. concrete (6 sax) 12 miles travel, 1414. 1420. 1427. 1479. 1483	146.30
6/20/47, 6 yds. concrete (6 sax) 12 miles travel 1494, 1500, 1509	79.80
6/25/47, 8 yds. concrete (6 sax) 12 miles travel, 1650, 1656, 1667, 1677	106.40
6/26/471 6 yds. concrete (6 sax) 12 miles travel, 1840, 1845, 1851	79.80
6/10/47, 1895, 3 hrs. finisher	7.50
6/27/47, 1492, 100 ft. ½x9" exp. joint	17.50
6/30/47, 6 yds. concrete, 12 miles travel, 2017, 2018, 2037	79.80
7/1/47, 15 yds. concrete, 12 miles travel, 2131, 2134, 2136, 2137, 2153, 2164, 2165	199.50
7/2/47, 2227, 2 yds. concrete	23.00
7/7/47, 6 yds. concrete, 12 mile s travel, ~~2375~~ 2375, 2378, 2383	79.80
7/8/47, 4 yds. concrete, 12 miles travel, 2449, 2467	53.20

STUART

F. L. SOMERS

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
248 McANDREWS ROAD
TELEPHONE 2918
MEDFORD, OREGON

READY MIXED CONCRETE
DELIVERED TO JOB

BETTER MATERIAL
AT LESS COST

A. W. Denton - - Page 2

7/9/47, 4 yds. concrete, 12 miles travel, 2500, 2505	53.20
7/11/47, 7 yds. concrete, 12 miles travel, 2611, 2626, 2663	93.10
7/16/47, 2 yds. concrete, 12 miles travel, 2828	26.60
7/18/47, 4 yds. concrete, 12 miles travel, 2892, 2894	54.35
7/23/47, 18 yds. concrete, 12 miles travel, 3135, 3139, 3146, 3150, 3156, 3180, 3188, 3194, 3195	239.40
7/24/47, 1 yd. concrete, 12 miles travel, 3303	15.10
7/29/47, 6 yds. concrete, 12 miles travel, 3543, 3546, 3553	79.80
7/30/47, 13 yds. concrete, 12 miles travel, 3599, 3601, 3602, 3610, 3613, 3626	172.90
8/5/47, 15 3/4 yds. concrete, 12 miles travel, 3970, 3977, 3980, 3984, 3986, 3990, 3998, 4002	214.93
8/8/47, 14 yds. concrete, 12 miles travel, 4149, 4160, 4162, 4169, 4178, 4186, 4197	186.20
8/11/47, 7 yds. concrete, 12 miles travel, 4365, 4366, 4378, 4399	94.90
8/15/47, 8 yds. concrete, 12 miles travel, 4618, 4620, 4631, 4643	106.40
8/21/47, 6 yds. concrete, 12 miles travel, 100 ft. ½ x 4" exp. joint, 4956, 4978	89.80
8/25/47, 7½ yds. concrete, 5108, 5115, 5116, 5132	100.65
8/28/47, 8 yds. concrete, 5295, 5308, 5318, 5328	106.40
8/29/47, 7 hrs. blade & operator, 5467	52.50
8/23/47, Unloa oil for asphalt, 5493	81.50
9/5/47, 3 yds. concrete, 12 miles travel, 5804	39.90
9/9/47, 4 yds. concret, 12 miles travel, 5959, 5971	53.20
9/5/47, 6½ hrs. blade & operator, 6534	48.75
10/2/47, 5 yds. concrete, 7327, 7346, 7364	68.30
10/11/47, 1,153,920 lbs. Asphalt Materials, 7902	2452.08
10/11/47, 3½ yds. concrete, 24 miles travel, 7879, 7889	47.45

Credits:

12/31/47	Credit Red Asphalt on account	-1021.49
2/17/48	Credit on account	-2500.00
5/8/48	Credit on Account	-1000.00
	TOTAL	2225.92

RECEIVED
AUG 16 1948
FOR FILING
FORM E-30

71-3

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

71-3 (3)

August 6, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	10185	2888	8 & 9 Final	Albert W. Denton	1,111.11	332698	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This is the payment I 'phoned you in regard to claims against the project as indicated in your letter to Glens Falls Ind. Co. of May 19, 1948.

aaw

Payment approved for immediate release

ACCOUNTING DIVISION

By ______
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

NOTED ON CARD
8-6-48

RECEIVED
JUN 4 1948
FOR FILING

FI

#2888

May 28, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Oregon State Highway
Contract No. 2888

As of May 20, 1948, we have been advised by the Medford Concrete Construction Company, Inc. that Mr. Albert W. Denton has cleared himself on their claim in the amount of $544.60, notice of which was filed with this office on February 19, 1948.

We pass this information to you as your company appears as surety on the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 6/1/48

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Albert W. Denton
909 Failing Building
Portland 4, Oregon

NOTED ON CARD
5-28-48

RECEIVED
JUN 4 1948
FOR FILING

[illegible]

[illegible]

May 28, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

On May 21 we were advised by M. C. Lininger and Sons that the claim which they had filed against Albert W. Denton, contract No. 2888, in the amount of $940.75 has been paid.

This notice is sent to you as your company appears as surety for the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 6/1/48

cc - Jewett, Barton, Leavy and Kern
Lewis Building, Portland 4, Oregon

Albert W. Denton,
909 Failing Building
Portland 4, Oregon

NOTED ON CARD
5-26-48

RECEIVED
JUN 4 1948
FOR FILING

F7 [illegible]

2688

May 28, 1948

M. C. Lininger & Sons
Post Office Box 1386
Medford, Oregon

Gentlemen:

We acknowledge with thanks your note of May 21, in which you advised that the claim you had filed against Albert W. Denton on Contract 2688 has been paid.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 6/1/48

NOTED ON CARD
6-29-48 JC

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 19, 1948

IN REPLY PLEASE
REFER TO FILE

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Attention: Mr. B. M. Lininger

Gentlemen:

Reference your claim against Albert W. Denton for material furnished in connection with State Highway Contract No. 2888, covering the Ashland (Water St.-Oak St.) Section of the Pacific Highway in Jackson County.

We are about to make final payment to Mr. Denton for work on the above contract. If your claim has not been settled please advise this office within ten days, otherwise the final warrant will be released to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REFERRED TO
BY SECRETARY

[illegible]

RECEIVED
MAY 26 1948
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaisyer, May 21st.

Dear sir,

In regards to the above mentioned Claim, The Denton Company paid us quite a while ago. I should have written you that they had but forgot to do so. Thanks a lot for calling our attention to this.

Yours very truly

M. C. LININGER & SONS

NOTED ON CARD
5-26-48, gl

RECEIVED
JUN 4 1948
FOR FILING

[illegible]

2888

May 28, 1948

Medford Concrete Construction Company, Inc.
1320 North Riverside
Medford, Oregon

Contract 2888

Gentlemen:

We acknowledge with thanks your letter of May 20, in which you advise that Mr. Albert W. Denton has paid the claim in the amount of $544.60 which had been filed in our office February 19, 1948.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 6/1/48

NOTED ON CARD
5-28-48

9

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

RECEIVED
FOR FILING
F1-302-(3)
2888

SAN FRANCISCO 4, CALIFORNIA

May 27, 1948

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

This will acknowledge your letter of May 19, regarding Contract No. 2888 for work on the Ashland (Water Street-Oak Street) Section of the Pacific Highway in Jackson County.

We quote from Denton Construction Company's letter to us as follows:

> "The M. C. Lininger & Sons claim was paid in full on November 10, 1947. The Medford Concrete Construction Co. Inc., claim was paid in full March 1, 1948."

Apparently, this/*is a small claim for labor. The contractor feels that Mr. Shields has been overpaid.

Very truly yours,

R. Lynn Colomb
R. Lynn Colomb, Assistant Manager,
Pacific Coast Department

RLC:rg

* Lester W. Shields, Claimant. (no amount specified)

REFERRED TO Gerry - Mrs Lewis
BY SECRETARY

NOTED ON CARD
[illegible]

RECEIVED
JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN [illegible]
FOR FILING

COPY

F1-[illegible]

2885

DENTON CONSTRUCTION CO.
511 Failing Bldg.
Portland 4, Oregon

May 20, 1948

NOTED
H. B. GLAISYER

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Re: State Highway Contract No. 2888 for work on the Ashland (Water St.-Oak St.) Section of the Pacific Highway, in Jackson County

Gentlemen:

We received a copy of the letter addressed to you under date of May 19, 1948, by the Oregon State Highway Commission relative to the above captioned job.

The M. C. Lininger & Sons claim was paid in full on November 10, 1947. The Medford Concrete Construction Co., Inc., claim was paid in full March 1, 1948.

Lester W. Shields was paid for all of the labor performed on the above contract at the time he finished the job. He was working for us, also, on another State Highway Commission job at Madras, Oregon, where he was overpaid in the sum of $7.84 at the time he completed his work there. He has never had a legitimate claim against us and never filed one until after he had gone to Brawley, California.

It should be remembered in evaluating this man's claim, that he was penniless, hungry, ragged, and at the time he was picked up on the highway by Mr. Denton, who fed him, advanced him money, and gave him a job. The filing of this claim leads one to believe that the man is merely reverting back to a certain well-known trait of "getting something for nothing."

We shall surely contest this claim in Court, if it ever goes that far. We have the detailed records of his employment, and there is no doubt that the man has been paid in full and overpaid $7.84.

Yours very truly,

DENTON CONSTRUCTION CO.

By Albert W. Denton

REFERRED TO
[illegible]
BY SECRETARY

NOTED ON CARD

AWD:ih

cc: Jewett, Barton, Leavy & Kern, Agent
✓ Oregon State Highway Commission

E. D. SIMON, PRESIDENT
HOMER A. MARX, VICE PRESIDENT
H. H. PRINGLE, SECRETARY

DEALERS IN WASHED SAND, GRAVEL
AND CRUSHED ROCK

MEDFORD CONCRETE CONSTRUCTION CO., INC.

MANUFACTURERS OF
HIGH GRADE CONCRETE, SEWER PIPE, BUILDING BLOCKS, IRRIGATION PIPE
CONCRETE CULVERTS AND CONCRETE DRAIN TILE

TELEPHONE 2449

FACTORY AND OFFICE
1320 NORTH RIVERSIDE

MEDFORD, OREGON

May 20, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H.B. Glaisyer, Sec'y.

Gentlemen;

We thank you very much for your letter of May 19 in relative to our claim against Albert W. Denton on contract No.2888.

Mr. Denton has cleared himself on our claim and we have nothing against him.

Thanking you again for your reminder, we remain,

Very truly,

MEDFORD CONCRETE CONSTRUCTION COMPANY

By HHPringle Sec'y.

HHP:hn

REFERRED TO
[illegible]
BY SECRETARY

Acknowledge — [illegible].
notify audit & contracts.
HHT

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-28-48 [illegible]

RECEIVED
MAY 20 1948
FOR FILING

(T- [illegible])

May 19, 1948

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Attention: Mr. B. M. Lininger

Gentlemen:

Reference your claim against Albert W. Denton for material furnished in connection with State Highway Contract No. 2888, covering the Ashland (Water St.-Oak St.) Section of the Pacific Highway in Jackson County.

We are about to make final payment to Mr. Denton for work on the above contract. If your claim has not been settled please advise this office within ten days, otherwise the final warrant will be released to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 20 1948
FOR FILING

May 19, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2888 for work on the Ashland (Water St.-Oak St.) Section of the Pacific Highway, in Jackson County, has been completed by the contractor, Albert W. Denton, and that final payment in the amount of $1,111.11 will be made on or after May 29, 1947.

There are claims filed against this project, of which you have been previously notified, as follows:

Claim by H.C. Lininger & Sons, for material delivered to project, amounting to $940.75.
Claim by Lester W. Shields, for labor performed, no amount specified.
Claim by Medford Concrete Construction Co., Inc., for $544.60.

For your information we wish to advise that the total contract amount is $34,309.08, and that no force account work was performed therein. This contract was completed October 16 and accepted by the Commission November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

[redacted]

Secretary

gl
cc: Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Albert W. Denton

[redacted]

NOTED ON C[illegible]
5-19-48 gl

RECEIVED
MAY 20 1948
FOR FILING

FI-302 (3)

May 19, 1948

Mr. Lester W. Shields
360 "D" Street
Brawley
California

Dear Mr. Shields:

Reference your claim against Albert W. Denton for labor in connection with State Highway Contract No. 2888, covering the Ashland (Water St.-Oak St.) Section of Pacific Highway in Jackson County.

Please advise this office at once whether or not your claim has been settled, as we are making final payment to Mr. Denton on or after May 29, 1948.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 20 1948
FOR FILING

FI-302(3/2)

May 19, 1948

Medford Concrete Construction Co.,Inc.
1320 North Riverside
Medford
Oregon

Gentlemen:

Reference your claim against Albert W. Denton, amounting to $544.60, in connection with State Highway contract No. 2888 for the Ashland (Water St.-Oak St.) Section of the Pacific Highway in Jackson County.

We are about to make final payment to Mr. Denton for work on the above contract. If your claim has not been settled yet please advise this office within ten days, otherwise the final warrant will be released to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 20 1948
FOR FILING

FI-[illegible]

2888

#534W

May 17, 1948

Mr. Albert A. Asbahr
Asbahr & Burns
509 Failing Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter dated May 14, 1948, regarding final payment to the Denton Construction Co. on State Highway Contract No. 2888.

The final voucher and release are being mailed to Mr. Denton today.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

ASSIGNMENT

No. 534
WCW

DESCRIPTION: Let. 5/14/48 from Asbahr & Burns, Portland, re Contract 2888, Denton Const. Co. and payment due them.

DATE: 5/17/48

ASSIGNED TO: PROBERT

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ____________

REPORT RECEIVED: 5-18-48 P.C.

REMARKS:

Asbahr & Burns
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9307
PORTLAND 4, OREGON

ALBERT A. ASBAHR
ROBERT BURNS

May 14, 1948

Oregon State Highway Commission
Salem
Oregon

Re: Ashland Pacific Highway Contract No. 2888

Gentlemen:

On the 15th day of May, 1948, it will be exactly seven (7) months since the Denton Construction Co. finished the above mentioned contract. No complaints have ever been registered by your Department or exceptions taken to the closing of this account, and yet the Final Estimate to our knowledge has never been made. In any event, none has ever been received.

This delay seems incredible, especially in view of the fact that the Commission is always very exacting in performance of work and notably as to the time of completion of jobs.

The present situation is full of implications. We trust that action will be taken immediately and the funds due the Denton Construction Co. be dispersed without further delay.

Yours very truly,

ASBAHR & BURNS

By Albert A. Asbahr

AAA:ih

RECEIVED
MAY 17 1948
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—1-46

FI-302 (:)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 19, 1948

Section Ashland (Water St. - Oak St.)

Kind of work Grading and Pa ving

Highway Pacific

Section prefix 15-1015

Contractor Albert W. Denton

Contract number 2888

Date of contract April 1, 1947

Date of completion ...., 19......

Date work started April 15, 1947

Estimated date of completion ...., 19......

Amount of contract $ 49,848.00

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 44,500.00

Per cent of contract completed, based on total contract price ....%

Engineering cost to date $ 5150.00, ...%

Date project was completed Oct. 16, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Practically all of work is complete on the semi-final estimate and it will be ready to submit to the Division Office on Monday. This week the profile was finished, the construction map is 95 % complete, reports were typed and the estimate a nd quantity summary sheets prepared.

NOTED
RAY WEB

RECEIVED
MAR 22 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. A. PEASE

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed W B Merrill Res. En r.

Address P. O. Box 1122 Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 27 1948
FOR FILING

II-302(3)

File

February 25, 1948

Mrs Lewis'
note on card
HWB

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agents
Lewis Building
Portland 4, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has received information from the Medford Concrete Construction Company, Inc. of its claim in the amount of $544.60 against Albert W. Denton, dba Denton Construction Company, arising out of Mr. Denton's contract No. 2888 with the State Highway Commission for the grading and paving of the Ashland Section of the Pacific Highway, in Jackson County.

The Highway Commission has not been informed of the details of this claim, but notice is being given you since you appear as surety on the bond furnished by Mr. Denton in connection with this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ee

cc - Mr. Floyd Query

Glens Falls Indemnity Company
Glens Falls, New York

Mr. Albert W. Denton
Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
2-25-48

February 25, 1948

Medford Concrete Construction Co., Inc.
1320 North Riverside
Medford, Oregon

Attention: Mr. H. H. Pringle
Secretary

Dear Mr. Pringle:

In your letter of February 17 you request the name of the bonding company which appears as surety on the bond furnished by Albert W. Denton, dba Denton Construction Company, in connection with his contract No. 2888 with the State Highway Commission for the grading and paving of the Ashland Section of the Pacific Highway, in Jackson County.

The Glens Falls Indemnity Company appears as surety on the bond furnished in connection with this job. Jewett, Barton, Leavy and Kern are local representatives of this company. Their offices are in the Lewis Building, Portland 4, Oregon.

In your letter you state that you have a claim against Denton Construction Company in the amount of $544.60. I enclose a mimeographed excerpt from the Oregon laws with respect to filing claims against public improvements in this state. This may be helpful in securing settlement of your account.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Enc.
cc - Mr. Floyd Query

NOTED ON CARD

2-26-48

[illegible], VICE PRESIDENT
W. B. PRINGLE, SECRETARY

DEALERS IN WASHED SAND, GRAVEL
AND CRUSHED ROCK

MEDFORD CONCRETE CONSTRUCTION CO., INC.

MANUFACTURERS OF
HIGH GRADE CONCRETE, SEWER PIPE, BUILDING BLOCKS, IRRIGATION PIPE
CONCRETE CULVERTS AND CONCRETE DRAIN TILE

TELEPHONE [illegible]

FACTORY AND OFFICE
[illegible] NORTH RIVERSIDE

MEDFORD, OREGON

February 17,1948

Oregon State Highway Commission
Salem,
Ore.

Gentlemen:

We would appreciate giving us the name of the bonding company that covered the State Highway job, Ashland Plaza # 2888, Denton Construction Co. by A.W.Denton.

The Denton Construction Co. owes the Medford Concrete Construction Co., $ 544.60 which has been in arrears since October 6th, 1947. We intend to try and collect thru the bonding company as no attention is paid to our requests for payment in writing to the Denton Construction Co.

Thanking you in advance for the above requested information, we remain,

Very truly,

MEDFORD CONCRETE CONSTRUCTION CO.

By W. B. Pringle Sec'y. & Treas.

ANSWERED
H. G. GLAISYER

NOTE TO
DATE

RECEIVED

NOTED ON CARD

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

FI - 302 (÷)

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO 4, CALIFORNIA

February 11, 1948.

ATTENTION MR. H. B. GLAISYER, SECY.

Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

RE: CONTRACT BOND NO.316914 - BEHALF DENTON CONSTRUCTION CO. COVERING HIGHWAY CONTRACT NO. 2888 -CONST.OF ASHLAND (WATER ST.-OAK ST) SECTION OF PACIFIC HIGHWAY, JACKSON COUNTY.

Your letter of January 27th has not been answered earlier, as it has been referred to us by our Home Office in Glens Falls, New York.

We have looked into the subjects mentioned in your letter and have received a report from our Representatives stating that one of the bills has been paid, and that the other bill is a matter of dispute. We do not have the details of these items before us; however, we are assured that the Contractor is in excellent financial condition and will amicably settle such bills as they owe.

If it is possible for your Department to address letters of this character to our Pacific Coast Department, 650 Mills Tower, San Francisco, California, we believe that it will be more beneficial to both the Highway Department and the Glens Falls Indemnity Company. The subjects would then be given prompt attention, due to the fact that bonds in Oregon are handled and underwritten through our Pacific Coast Department in San Francisco.

We assure you that we appreciate your past cooperation.

With best wishes,

Yours very truly,

R. Lynn Colomb

R. LYNN COLOMB, ASSISTANT MANAGER,
PACIFIC COAST DEPARTMENT.

RLC:rg.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
FEB 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 29 1948
FOR FILING

FI-3[illegible]([illegible])

January 27, 1948

Glens Falls Indemnity Company
Glens Falls
New York, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Albert W. Denton a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2888 for the Ashland (Water St.-Oak St.) Section of the Pacific Highway, in Jackson County. This payment, which is in the amount of $2,438.60, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,300.00. The present payment to the contractor will be made on or after February 6, 1948.

We have no outstanding claims against this project except the one made by M.C. Lininger & Sons for material delivered, amounting to $940.75, and one by Lester W. Shields for labor performed, no amount specified.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern, Agent
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

1-27-48

RECEIVED
JAN 29 194
FOR FILING
F1-302 (3)

BAGLEY CANNING COMPANY
Del Rogue
PRODUCTS
FAMOUS ROGUE RIVER VALLEY, OREGON
FRUITS AND VEGETABLES
P. O. BOX 295
ASHLAND, OREGON, U. S. A.

NOTED
H. B. GLAISYER

January 26, 1948

REFERRED TO [illegible]
BY SECRETARY
[illegible]

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We thank you for your letter of the 19th in reply to our letter with reference to weighing account with Mr. A. W. Denton and wish to advise that we have now received check referred to through Mr. Asbahr's office.

Regarding the statement of Mr. Denton's that this claim is a little more than his records show, following is the way the account appears on our books:

> There were two accounts, namely, Trumix to A. W. Denton and one of State Highway Commission to A. W. Denton. On the account of Trumix to Denton, there were 98 drafts of full loads at 25¢ each amounting to $24.50 and 38 drafts empty truck at 15¢ each amounting to $5.70 or a total of $30.20. On account of Highway Commission to Denton, there were 255 drafts full loads at 25¢ each amounting to $63.75 and 74 drafts empty truck at 15¢ each amounting to $11.10 making a total of $74.85 or a grand total of $105.05 which was the amount of the check we received.

Trusting that this explains the matter to the satisfaction of all and thanking you for your cooperation in the matter, we are

Yours very truly,

BAGLEY CANNING COMPANY

NOTED
W. C. WILLIAMS

Ralph E. Koozer
R. E. Koozer, Manager

NOTED ON CARD
1-26-48, jl

REK d
cc - A. W. Denton, 509 Failing Building, Portland 4, Oregon

RECEIVED
JAN 27 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

RECEIVED
JAN 29 1948
FOR FILING

FI-302(3)

January 19, 1948

Mr. R. E. Koozer
Manager, Bagley Canning Company
P. O. Box 295
Ashland, Oregon

Dear Mr. Koozer:

Mr. Baldock has handed me for reply your letter of January 15, 1948, calling to his attention your claim in the amount of $105.05 against Albert W. Denton, highway contractor for the construction of the Ashland (Water Street-Oak Street) Section of the Pacific Highway. This claim was for certain weighing of loads of surface material which you did as an accommodation.

It happens that Mr. Denton called at my office a few moments ago, and I brought your claim to his attention. He immediately got in touch with his attorney, Mr. Asbahr, Portland, and instructed him to send you a check in today's mail for the full amount of your claim, notwithstanding that it is a little more than was owing you according to their records. He hopes that, if it is found in checking this claim that he has overpaid, you will reimburse him for the overpayment. In the event that you do not secure the check within the next day or two, let me know and I will see what can be done further.

In connection with all state highway contracts the State Highway Commission requires the successful bidder to furnish a bond for protection of claims and to guarantee the satisfactory completion of the project. This bond can be held responsible and liable for payment of any claim that arises out of a contract, but the obligation is automatically canceled if the claim is not filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and acceptance of it by the State Highway Commission. The filing of the claim with the Secretary of State will extend the period of the obligation. I enclose for your information a mimeographed copy of the law with respect thereto.

With best regards, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 1/20
Enc.

REFERRED TO Query
BY SECRETARY

Arrange to meet & record this on the card.

NOTED ON CARD

1-19-48 gl

BAGLEY CANNING COMPANY
Del Rogue
PRODUCTS
FAMOUS ROGUE RIVER VALLEY, OREGON
FRUITS AND VEGETABLES
P. O. BOX 295
ASHLAND, OREGON, U. S. A.

January 15, 1948

Mr. R. H. Baldock
State Highway Engineer
c/o Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Last summer while A. W. Denton was paving the Ashland Plaza job, he arranged with us to weigh all of the loads of surface material.

While this was during our heavy operating season, we agreed to do it for him rather under protest as it somewhat interferred with our operations.

After the job was completed, he instructed us to send him an invoice for the weighing service which amounted to $105.05 to his address in Failing Building, Portland, which was done but he still has not paid us despite the fact that we have sent the bill and written him a letter or two on the subject.

If you have an opportunity to bring this matter to his attention or suggest any method of collecting this bill without inconvenience to yourself, we would appreciate your doing same as under the circumstances we feel that we should be paid for the services rendered in accordance with the agreement at the time. Thanking you for any cooperation you may give us in this matter and with kindest regards from the writer.

Yours very truly,

BAGLEY CANNING COMPANY

Ralph

R. E. Koozer, Manager

REK d

ANSWERED
H R [illegible]

NOTED ON CARD
1-15-48 [illegible]

RECEIVED
DEC 16 1947
FOR FILING

FI-302 (3)

2888

Files

16-1015

#2899

10-1123

#2944

December 15, 1947

Mr. Lester W. Shields
360 "D" Street
Brawley, California

Dear Mr. Shields:

Reply is made to your letter of December 4 inquiring as to who to contact relative to the collection of unpaid wages due you from Denton Construction Company for services rendered at Madras, Ashland, and at Gardiner, Oregon.

The three jobs that you mention are all state highway contracts in connection with which Mr. Denton was required to furnish the state a surety bond to guarantee satisfactory completion of the projects and to protect claims arising out of the contracts. The bond in connection with each job was written by the Glens Falls Indemnity Company; Jewett, Barton, Leavy and Kern, Agents; Lewis Building, Portland 4, Oregon.

I would suggest that you file your claim with the bonding company's agents. If you do not secure satisfaction by so doing, then it may be necessary for you to take the matter to court. I enclose for your ready reference a mimeographed copy of that portion of the Oregon Law which prescribes the method of filing claims against public contracts.

I believe it would be well for you to file your claim with the Secretary of State if you secure no satisfaction through the bonding company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo
Enc.

REFERRED TO Query - Mrs Lewis
BY SECRETARY
note on card

NOTED ON CARD
12-15-47 gl

ANSWERED
H. B. GLAISYER

Brawley Calif.
Dec 4 1947

Oregon State Highway Comm.
Salem Oregon

Dear Sirs -

Would you please send me information as to who I could get in contact with to Collect unpaid wages. earned by me from the Denton Construction Co who has a Contract at Madras Oregon and Gardiner Ore and who had a job at Ashland Ore. I worked on all these jobs and was Called away to Calif and when I left Gardiner Denton told me not to come back and that he would send me a

Check for the balance he owed me which he has not done If you would give me the name of who to apply to I will send my time book to him. As it is bad enough to work without geting beaten out of my wages Thank you

Yours Sincerely

Lester N. Shields
360-"D" St
Brawley, Calif

NOTED ON CARD

12-8-47 gl

RECEIVED
DEC 8 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1947
FOR FILING

F1-302 (3)

December 4, 1947

Mr. Albert W. Denton
509 Failing Bldg.
Portland 4
Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 25, 1947, had under discussion your request for an extension of time of 45 days, from September 15 to October 30, 1947, within which to complete your contract No. 2888 for the Ashland (Water St.-Oak St.) Section of the Pacific Highway, in Jackson County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle

NOTED ON CARD
12-4-47

KW

RECEIVED
NOV 6 1947
FOR FILING

FI-302(3)

November 5, 1947

Oregon State Highway Commission

Gentlemen:

Enclosed herewith is a request of Albert W. Denton for an extension of time from September 15, 1947 to October 30, 1947, on the Ashland Section, Pacific Highway, Contract No. 2808.

The contractor was unable to arrange for an asphalt plant or to acquire necessary asphaltic materials from plants in the near vicinity. He did, however, arrange to have the work done by state forces, paying all costs incidental thereto, plus 10 per cent overhead charges. All work was satisfactorily completed during seasonal weather.

Based on the belief that the contractor made an honest effort to complete the work as soon as possible, it is recommended that the extension be granted without penalty. This extension is concurred in by T. N. Davis, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams

FORM B-122X 10M 7-46

RECEIVED FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

C

F1-302(3)

Nov. 4, 1947

Mr. B. M. Lininger
M. C. Lininger & Sons, Contractors
P.O. Box 1386
Medford, Oregon

Dear Mr. Lininger:

This will acknowledge receipt of your letter of October 30, regarding claim which you present against the Albert A. Denton Construction Co., arising out of their contract with the Commission on the Ashland project.

For your information, we enclose mimeographed excerpts from the statutes relating to contractors' bonds. You will note that the proper procedure is for you to file a claim with the Secretary of State within six months following the completion of the contract.

I am advised that of the total contract price of $49,848.00, there has been paid to the Denton Construction Co. the sum of $30,283.47, there being retained the sum of $3,364.83. The State also has a claim for work which it did in completion of the contract, the exact amount of which we are not presently advised.

We return herewith, statement in the amount of $940.75 which was attached to your letter of October 30.

NOTED
W. C. WILLIAMS

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:FRC

cc- Mr. W. C. Williams
Mr. S. H. Probert

NOTED ON CARD

11-4-47, gl

C
o
p
y

M. C. LININGER & SONS
General Contractors
P.O. Box 1386 - Medford, Oregon

Oregon State Highway Commission
Salem, Oregon

October 30, 1947

Attention of Mr. J. M. Devers;

Dear Sir,

We have had a rather unusual circumstance regarding the Albert A. Denton Construction Co., the contractor for the Plaza job at Ashland, Oregon.

At the present time we have not received a payment. The First material was delivered in August, 1947. This is our first experience with a situation of this type and we are not sure what procedure to use in filing a claim with the State Highway Commission against the Co. We do not wish to lose this, and since we worked with you as a witness on the stock pile sites at Camp White, we took the liberty of sending this note to you, knowing that you will help us. We would like for you to see that this claim is filed with the proper department before the thirty day filing of account period runs out. The last dealing we had with them was on October 11, 1947. The statement of account is enclosed and we have also sent one to their Attorney, a Mr. Albert A. Asbahr of Portland. We hope to get results.

If there is a special form for filing claims, will you fill one out for us and send to us for signing.

Thanking you in advance, we remain

M. C. Lininger & Sons
by (Sgd.) B. M. Lininger

jwh

NOTED ON CARD
10-30-47, jl

RECEIVED
NOV 5
FOR FILING
FL-302(3)

Salem, Oregon
November 4, 1947

Mr. H. G. Smith:

We hand you herewith two copies of executed supplemental agreement with Denton Construction Company relative to furnishing paving material in connection with contract No. 2888 covering the Ashland Section of the Pacific Highway.

One fully executed copy of the above agreement has been mailed to the Denton Construction Company, one copy has been mailed to the surety on the bond, and the original has been retained by Mr. Glaisyer for the Commission's files.

W. C. Williams

hh:
cc: R. A. Collier
S. H. Probert

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1947

SUBJECT:

To: Mr. R. H. Baldock
Building

Herewith I hand you a fully executed copy of supplemental agreement with Denton Construction Company, relative to furnishing paving material in connection with contract No. 2888 covering the Ashland (Water St.-Oak St.) Section of the Pacific Highway.

A fully executed copy of the above agreement has been mailed to the Denton Construction Company, a copy has been mailed to the surety on the bond and the original copy has been retained in this office for the Commission's files.

Very truly yours

Secretary

gl
encl. 1

RECEIVED
NOV 21 1947
FOR FILING

FI-302 (3)

October 24, 1947

Denton Construction Company
909 Failing Bldg.
Portland 4, Oregon

ATTENTION: Albert W. Denton

Gentlemen:

I enclose herewith, for your files, a fully executed copy of a supplemental agreement with the State Highway Commission, relative to furnishing paving material in connection with contract No. 2888 on the Ashland (Water St.-Oak St.) Section of the Pacific Highway.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

RECEIVED
NOV 21 1947
FOR FILING

FI 302(3)

Salem, Oregon
October 24, 1947

Mr. R. H. Baldock

Building

Herewith I hand you a fully executed copy of supplemental agreement with Denton Construction Company, relative to furnishing paving material in connection with contract No. 2888 covering the Ashland (Water St.-Oak St.) Section of the Pacific Highway.

A fully executed copy of the above agreement has been mailed to the Denton Construction Company, a copy has been mailed to the surety on the bond and the original copy has been retained in this office for the Commission's files.

Very truly yours

Secretary

gl
encl. 1

RECEIVED
NOV 21 1947
FOR FILING

FI302(3)

October 24, 1947

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Gentlemen:

I enclose herewith a fully executed copy of a supplemental agreement between the State Highway Commission and the Denton Construction Company, relative to furnishing paving material in connection with contract No. 2888 covering the Ashland (Water St.-Oak St.) Section of the Pacific Highway. This copy is for your records and files.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

RECEIVED
OCT 30 1947
FOR FILING

F-302 (3)

October 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 16, 1947, on Contract No. 2888, Ashland (Water St.-Oak St.) Section, in connection with Federal Aid Project No. F-302 (3).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:EM
cc: Oscar Cutler

RECEIVED
OCT 17 1947
FOR FILING
F-302 (3)

October 16, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2888, Ashland Section of the Pacific Highway, F-302 (3), from September 15, 1947 to October 30, 1947, to Albert W. Denton, contractor.

Mr. Denton was delayed in receiving delivery of the new asphalt plant which he contemplated to use upon this project, and was unable to complete his paving within the required time limit.

I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 21 1947
FOR FILING

FI-302(3)

October 16, 1947

Oregon State Highway Commission

Gentlemen:

The Dunton Construction Company holds Contract No. 2838 for the grading and paving of the Ashland Section of the Pacific Highway. The project is incomplete and it appears that the contractor does not have equipment or materials sufficient to complete the project before winter.

The citizens of Ashland have made numerous complaints relative to this project, especially are they fearful that the project will not be completed before winter which would leave their streets in very poor condition during the winter months. In order to finish the project this year we have made an agreement with the contractor that the State will furnish a paving plant and materials and mix the asphaltic concrete required to complete the project. The contractor agrees by terms of the agreement to reimburse the state for all costs involved plus ten per cent for overhead.

The contractor and his surety have executed such an agreement and the agreement will be presented to you for your consideration at the Commission Meeting, October 21 and 22.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
NOV 21 1947
FOR FILING

FI 302 (3)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Herewith the original and three copies of an agreement between the State and A. W. Denton, relative to furnishing asphaltic concrete in connection with Contract No. 2888, Water Street-Oak Street Section in Ashland.

This agreement has been executed by the contractor and his surety and is now ready for submission to the Commission for approval.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

NOTED
W. C. WILLIAMS

EAP:ER

Enc.

RECEIVED
NOV 21 1947
FOR FILING

FI 302(3)

ALBERT A. ASBAHR
ROBERT BURNS

ASBAHR & BURNS
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9307
PORTLAND 4, OREGON

October 9, 1947

Mr. K. D. Lytle
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Mr. Lytle:

On behalf of Albert W. Denton, I am enclosing Supplemental Agreement between the State Highway Commission and Mr. Denton relative to supplying paving material at Ashland, Oregon, which has been executed in quadriplicate by Mr. Denton and the consent signed by the surety.

Yours very truly,

ASBAHR & BURNS

By Albert A. Asbahr

AAA:ih

Encl. 4

RECEIVED
OCT 1 [illegible]
ROSEBURG
DIVISION OFFICE

RECEIVED
SEP 25 1947
FOR FILING

FI 302(3)

September 24, 1947

Mr. E. E. Biegel
City Superintendent
Ashland, Oregon

Dear Sir:

This is your authority to bill the State Highway Department in the amount of $250.00 for cutting back the marquee where it conflicts with our project. This is in answer to your letter of August 23, 1947.

On account of the marquee being constructed by authority of city ordinance, we would prefer that you handle all the arrangements, but you may consult with Resident Engineer W. B. Merrill, as to the alignment of the curb.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: R. G. Smith
K. D. Lytle
W. B. Merrill

A TYPICAL SCENE IN LITHIA PARK, WHICH FEATURES NATURAL BEAUTY IN AN UNSPOILED SETTING OF TOWERING FOOTHILLS, TUMBLING MOUNTAIN STREAM AND BIG TREES.

THE CITY OF ASHLAND

Famous for Health Giving Mineral Waters

JACKSON COUNTY, OREGON
T. S. WILEY, Mayor
MEMBER
LEAGUE OF OREGON CITIES
MUNICIPAL FINANCE OFFICER'S ASSOCIATION OF
UNITED STATES AND CANADA

OFFICE OF E. C. BIEGEL
CITY SUPT.

August 23, 1947

RECEIVED
AUG 25 1947

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The marquee referred to in your letter of August 19, 1947, will not conform to the State Highway Commission's specifications, when the sidewalk is cut back to conform to the new alignment.

Our attorney, William M. Briggs, informs us that we have the power to order the changes made. The marquee was constructed with our permission and did conform to the requirements at the time of construction. In Mr. Brigg's opinion any changes now made in the marquee would have to be paid by the Highway Commission. An estimate of the cost of changing the marquee to meet highway specifications would be $250.00. If it is agreeable with the Highway Commission to stand this expense, we will order the work done immediately.

We trust this information is what you desire.

Yours truly,

E. C. Biegel

E. C. Biegel
City Supt.

RECEIVED
SEP 29 1947
FOR FILING

F-302(3)

Salem, Oregon
September 29, 1947

2888

Mr. J. M. Devers

We have a contract in Ashland, designated the Ashland (Water Street-Oak Street) Section, Contract No. 2888, Federal Aid Project F-302(3). The contractor is Albert W. Denton. The contractor is over his time limit and does not have adequate equipment to complete the job this season. The residents of Ashland have made numerous complaints both to this office and to the Governor's office. In order to enable the project to be completed this fall, we have decided to move a state paving crew onto the project and mix the asphaltic concrete for the contractor.

Will you please draw up an agreement to be executed by Albert W. Denton in which agreement it is to be stipulated that he will pay all costs plus ten per cent for the moving of the paving plant from Coquille to Ashland, all costs incurred plus ten per cent while the plant is on his work at Ashland, and all costs plus ten per cent for returning the paving plant to Coquille. It should be provided that moneys due the State are to be deducted from amounts due him under the contract.

W. C. Williams

WCW:hi

RECEIVED
AUG 4 1947
FOR FILING

F1-302(3)

August 1, 1947

Mr. Albert W. Denton, 509 Failing Bldg.,
~~P.O. Box 1199, McLaughlin Heights~~
~~Vancouver~~ Portland 4,
~~Washington~~ Oregon

Dear Sir:

The State Highway Commission, at its meeting on July 22, 1947, had under discussion your request for an extension of time of 45 days, from July 31 to September 15, 1947, within which to complete your contract No. 2888 for the Ashland (Water St.-Oak St.) Section of the Pacific Highway, in Jackson County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was not based on the reasons given in your application for failure to complete the project within the specified time limit.

Also I wish to bring to your attention action taken by the Highway Commission at its meeting on June 16, 1947, with respect to the matter of allowing contractors extensions of time for completion of their work. You will recall that during the wartime emergency, when there was a shortage of labor and materials, the Commission was very lenient and granted all requests for extensions of time without penalty. The Commission considers that the conditions which prompted such action no longer exist and in view thereof decided to penalize contractors for failure to complete their projects within the specified time limit, unless there is some special reason why the work could not be completed within such period. I do not know just what penalty will be imposed, but mention the action of the Commission so that you will be informed and can take such action as may be necessary to avoid it.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: K. D. Lytle

NOTED ON CARD
8-1-47 JS

/

RECEIVED
JUL 23 1947
FOR FILING

F1-302(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

July 2, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-302(3)
Ashland Section of the
Pacific Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

Form PR 2 (Revised 1946)

State Oregon WA8pr 7276

Federal Aid Project No. FI-302(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1946, a project statement, which was approved on the 4th day of September, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of September, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty eight thousand and 00/100 dollars ($28,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 3+80 near thejunction of North Main and Water Street and survey station 9+95 on East Main Street approximately 150 feet east of its junction with Oak Street, without exception, all in Ashland

, length 0.116 miles, in Jackson County,

being Oregon Federal Aid project No. FI-302(3), consisting of 0.116 miles of

roadway and no bridges, ~~each of~~ more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

ENT

been made available

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty eight thousand and 00/100 dollars ($28,000.00), which does not exceed the authorized Federal pro rata share of fifty-four thousand eight hundred thirty-two and 00/100 dollars ($54,832.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter [illegible], Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schupp
Member, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By ____________
____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUN 24 1947
FOR FILING

F1-302 (3)

June 20, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time, from July 31 to September 15, on Contract No. 2358, Ashland (Water Street-Oak Street) Project, F-302 (3) to Albert W. Denton, contractor.

Due to the slowness of the City of Ashland in lowering their water mains and storm sewer line, and of the Telephone Company in lowering their underground conduit, the contractor was held up approximately two weeks on this project.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Smith
Acting State Highway Engineer

RECEIVED
JUN 11 1947
FOR FILING

FI-302(3)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Ashland Section, Project No. FI-302 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:lh
Encl.

Oregon State Highway Department   Federal Aid Project No. FI-302 (3)

ASHLAND SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

All Required		Clearing and Grubbing		$ 900.00
3,900	sq. yds.	Removal of Pavement and Walks	$ 0.60	2,340.00
1,000	lin. ft.	Removal of Curbs and Gutters	0.60	600.00
4	only	Removal of Catch Basins	50.00	200.00
40	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	10.00	400.00
200	cu. yds.	Structural Excavation, Unclassified	4.00	800.00
2,700	cu. yds.	General Excavation, Unclassified	2.00	5,400.00
300	cu. yds.	Furnishing and Placing Topsoil	4.00	1,200.00
All Required		Finishing Roadbed and Slopes		700.00
50	lin. ft.	6" Sewer Pipe	2.00	100.00
150	lin. ft.	8" Sewer Pipe	3.00	450.00
30	lin. ft.	12" Sewer Pipe	4.00	120.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	4.00	280.00
10	only	Concrete Catch Basins	100.00	1,000.00
2	only	Type "B" Manholes	480.00	960.00
3	only	Adjustment of Manholes	50.00	150.00
100	cu. yds.	Concrete Curbs	45.00	4,500.00
950	sq. yds.	Concrete Walks	2.70	2,565.00
440	lin. ft.	Expansion Joints in Concrete Walks	0.30	132.00
60	sq. yds.	Concrete Driveways	3.60	216.00
20	cu. yds.	Concrete Traffic Islands	60.00	1,200.00
20	cu. yds.	Class "A" Concrete in Stairways and Walls	60.00	1,200.00
1,500	lbs.	Metal Reinforcement in Stairways and Walls	0.10	150.00
All Required		Constructing Recesses for Traffic Control Markers		300.00
3	only	Concrete Pull Boxes	30.00	90.00
600	lin. ft.	1" Electrical Conduit	0.60	360.00
200	lin. ft.	2" Electrical Conduit	1.00	200.00
700	lin. ft.	2" Fiber Duct	1.00	700.00
100	lin. ft.	3/4" Copper Water Pipe	1.25	125.00
40	lin. ft.	1" Copper Water Pipe	1.25	50.00
90	lin. ft.	1½" Copper Water Pipe	1.50	135.00
30	lin. ft.	2" Copper Water Pipe	1.50	45.00

2,200	cu. yds.	Selected Roadbed Topping	$ 2.00	$ 4,400.00
400	cu. yds.	3/4" - 0" Gravel in Leveling Course	4.50	1,800.00
110	M-gals.	Sprinkling	3.00	330.00
1,750	tons	Class "B" Asphaltic Concrete	9.00	15,750.00
		Subtotal		$49,848.00
		10% Engr. & Cont.		4,984.80
		Total		$54,832.80

Length	0.116 mile
Cost per mile	$47,269.65

Federal Aid Funds- -	$28,000.00
State Funds- -	26,832.80
	$54,832.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. FI-302 (3)

ASHLAND SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

All Required		Clearing and Grubbing		$ 900.00
3,900	sq. yds.	Removal of Pavement and Walks	$ 0.60	2,340.00
1,000	lin. ft.	Removal of Curbs and Gutters	0.60	600.00
4	only	Removal of Catch Basins	50.00	200.00
40	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	10.00	400.00
200	cu. yds.	Structural Excavation, Unclassified	4.00	800.00
2,700	cu. yds.	General Excavation, Unclassified	2.00	5,400.00
300	cu. yds.	Furnishing and Placing Topsoil	4.00	1,200.00
All Required		Finishing Roadbed and Slopes		700.00
50	lin. ft.	6" Sewer Pipe	2.00	100.00
150	lin. ft.	8" Sewer Pipe	3.00	450.00
30	lin. ft.	12" Sewer Pipe	4.00	120.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	4.00	280.00
10	only	Concrete Catch Basins	100.00	1,000.00
2	only	Type "B" Manholes	480.00	960.00
3	only	Adjustment of Manholes	50.00	150.00
100	cu. yds.	Concrete Curbs	45.00	4,500.00
950	sq. yds.	Concrete Walks	2.70	2,565.00
440	lin. ft.	Expansion Joints in Concrete Walks	0.30	132.00
60	sq. yds.	Concrete Driveways	3.60	216.00
20	cu. yds.	Concrete Traffic Islands	60.00	1,200.00
20	cu. yds.	Class "A" Concrete in Stairways and Walls	60.00	1,200.00
1,500	lbs.	Metal Reinforcement in Stairways and Walls	0.10	150.00
All Required		Constructing Recesses for Traffic Control Markers		300.00
3	only	Concrete Pull Boxes	30.00	90.00
600	lin. ft.	1" Electrical Conduit	0.60	360.00
200	lin. ft.	2" Electrical Conduit	1.00	200.00
700	lin. ft.	2" Fiber Duct	1.00	700.00
100	lin. ft.	3/4" Copper Water Pipe	1.25	125.00
40	lin. ft.	1" Copper Water Pipe	1.25	50.00
90	lin. ft.	1½" Copper Water Pipe	1.50	135.00
30	lin. ft.	2" Copper Water Pipe	1.50	45.00

2,200	cu. yds.	Selected Roadbed Topping	$ 2.00	$ 4,400.00
400	cu. yds.	3/4" - 0" Gravel in Leveling Course	4.50	1,800.00
110	M-gals.	Sprinkling	3.00	330.00
1,750	tons	Class "B" Asphaltic Concrete	9.00	15,750.00
			Subtotal	$49,848.00
			10% Engr. & Cont.	4,984.80
			Total	$54,832.80

Length	0.116 mile
Cost per mile	$47,269.65

Federal Aid Funds- -	$28,000.00
State Funds- -	26,832.80
	$54,832.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

January 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate for the Ashland Section, Project No. FI-302 (3).

Six bid proposals and one blue print copy of plan sheets numbers 2 and 4 are being sent under separate cover.

These papers have been revised by the elimination of the bid item "Borrow Excavation, Unclassified" and a change in the quantities for "General Excavation, Unclassified" and "Removal of Concrete and Masonry Structures."

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:SM

Encl.

Oregon State Highway Department   Federal Aid Project No. FI-382 (3)

ASHLAND SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 6, 1947

All Required		Clearing and Grubbing		$ 1,500.00
3,900	sq. yds.	Removal of Pavement and Walks	$ 0.60	2,340.00
1,000	lin. ft.	Removal of Curbs and Gutters	0.30	300.00
4	only	Removal of Catch Basins	10.00	40.00
40	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	15.00	600.00
200	cu. yds.	Structural Excavation, Unclassified	3.00	600.00
2,700	cu. yds.	General Excavation, Unclassified	1.30	3,510.00
300	cu. yds.	Furnishing and Placing Topsoil	1.50	450.00
All Required		Finishing Roadbed and Slopes		1,500.00
50	lin. ft.	6" Sewer Pipe	0.80	40.00
150	lin. ft.	8" Sewer Pipe	1.00	150.00
30	lin. ft.	12" Sewer Pipe	1.50	45.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	105.00
10	only	Concrete Catch Basins	40.00	400.00
2	only	Type "B" Manholes	250.00	500.00
3	only	Adjustment of Manholes	30.00	90.00
100	cu. yds.	Concrete Curbs	35.00	3,500.00
950	sq. yds.	Concrete Walks	2.50	2,375.00
440	lin. ft.	Expansion Joints in Concrete Walks	0.20	88.00
60	sq. yds.	Concrete Driveways	3.00	180.00
20	cu. yds.	Concrete Traffic Islands	35.00	700.00
20	cu. yds.	Class "A" Concrete in Stairways and Walls	40.00	800.00
1,500	lbs.	Metal Reinforcement in Stairways and Walls	0.08	120.00
All Required		Constructing Recesses for Traffic Control Markers		200.00
3	only	Concrete Pull Boxes	30.00	90.00
600	lin. ft.	1" Electrical Conduit	0.75	450.00
200	lin. ft.	2" Electrical Conduit	1.50	300.00
700	lin. ft.	2" Fibre Duct	1.25	875.00
100	lin. ft.	3/4" Copper Water Pipe	1.25	125.00
40	lin. ft.	1" Copper Water Pipe	1.75	70.00
90	lin. ft.	1½" Copper Water Pipe	2.00	180.00
30	lin. ft.	2" Copper Water Pipe	2.50	75.00

2,200	cu. yds.	Selected Roadbed Topping	$ 2.00	$ 4,400.00
400	cu. yds.	3/4" - 0" Gravel in Leveling Course	4.50	1,800.00
110	M-gal.	Sprinkling	3.00	330.00
1,750	tons	Class "B" Asphaltic Concrete	9.00	15,750.00
			Subtotal	$44,578.00
			10% Engr. and Cont.	4,457.80
			Total	$49,035.80

Length 0.116 mile
Cost per mile $422,722.41

Federal Aid Funds- -	$28,440.00
State Funds- -	20,595.80
	$49,035.80

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

September 4, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. documents forwarded with your letter of August 27 for Oregon Project No. FI-302(3), Ashland Section of the Pacific Highway.

11.258 Reference to previous work in the plans submitted does not seem to comply with procedure outlined in our General Administrative Memorandum No. 275. We suggest that the distance in miles be shown on the plans between the south end of the proposed improvement and project FAP 302-A.

It will also be necessary for us to have a traffic flow map to accompany the P.S.& E. We will accordingly appreciate your furnishing us five additional prints of the traffic flow map forwarded with your letter of April 13, 1942 originally initiating the project, or preferably show the same information on the new small size plan sheets.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
SEP 1946
OREGON
STATE HIGHWAY COMMISSION

xxxxxxxxxxxx
Division 8

September 4, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of P.S.& E. documents forwarded with your letter of August 27 for Oregon Project No. FI-302(3), Ashland Section of the Pacific Highway.

Reference to previous work in the plans submitted does not seem to comply with procedure outlined in our General Administrative Memorandum No. 875. We suggest that the distance in miles be shown on the plans between the south end of the proposed improvement and project FAP 302-A.

It will also be necessary for us to have a traffic flow map to accompany the P.S.& E. We will accordingly appreciate your furnishing us five additional prints of the traffic flow map forwarded with your letter of April 13, 1942 originally initiating the project, or preferably show the same information on the new small size plan sheets.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
SEP 1946
OREGON
STATE HIGHWAY COMMISSION

August 27, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Ashland Section, Project No. FI-302 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Later landscaping work on this project will consist of the planting of the areas, indicated on the plans to be landscaped, to lawn grasses and ornamental shrubs. This work will be supplemental to that to be performed at the present time which consists of the placing of topsoil and installation of water pipes.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. FI-302 (3)

ASHLAND SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 27, 1946

All Required		Clearing and Grubbing		$ 1,500.00
3,900	sq. yds.	Removal of Pavement and Walks	$ 0.60	2,340.00
1,000	lin. ft.	Removal of Curbs and Gutters	0.30	300.00
4	only	Removal of Catch Basins	10.00	40.00
20	cu. yds.	Removal of Miscellaneous Concrete and Masonry Structures	15.00	300.00
200	cu. yds.	Structural Excavation, Unclassified	3.00	600.00
1,900	cu. yds.	General Excavation, Unclassified	1.30	2,470.00
1,000	cu. yds.	Borrow Excavation, Unclassified	1.00	1,000.00
300	cu. yds.	Furnishing and Placing Topsoil	1.50	450.00
All Required		Finishing Roadbed and Slopes		1,500.00
50	lin. ft.	6" Sewer Pipe	0.80	40.00
150	lin. ft.	8" Sewer Pipe	1.00	150.00
30	lin. ft.	12" Sewer Pipe	1.50	45.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	105.00
10	only	Concrete Catch Basins	40.00	400.00
2	only	Type "B" Manholes	250.00	500.00
3	only	Adjustment of Manholes	30.00	90.00
100	cu. yds.	Concrete Curbs	35.00	3,500.00
950	sq. yds.	Concrete Walks	2.50	2,375.00
440	lin. ft.	Expansion Joints in Concrete Walks	0.20	88.00
60	sq. yds.	Concrete Driveways	3.00	180.00
20	cu. yds.	Concrete Traffic Islands	35.00	700.00
20	cu. yds.	Class "A" Concrete in Stairways and Walls	40.00	800.00
1,500	lbs.	Metal Reinforcement in Stairways and Walls	0.08	120.00
All Required		Constructing Recesses for Traffic Control Markers		200.00
3	only	Concrete Pull Boxes	30.00	90.00
600	lin. ft.	1" Electrical Conduit	0.75	450.00
200	lin. ft.	2" Electrical Conduit	1.50	300.00
700	lin. ft.	2" Fibre Duct	1.25	875.00
100	lin. ft.	3/4" Copper Water Pipe	1.25	125.00
40	lin. ft.	1" Copper Water Pipe	1.75	70.00
90	lin. ft.	1½" Copper Water Pipe	2.00	180.00
30	lin. ft.	2" Copper Water Pipe	2.50	75.00

2,200	cu. yds.	Selected Roadbed Topping	$ 2.00	$ 4,400.00
400	cu. yds.	3/4" - 0" Gravel in Leveling Course	4.50	1,800.00
110	M-gals.	Sprinkling	3.00	330.00
1,750	tons	Class "B" Asphaltic Concrete	9.00	15,750.00
			Subtotal	$44,238.00
			10% Engr. & Cont.	4,423.80
			Total	$48,661.80

Length [illegible] 0.116 mile
Cost per mile $419,498.27
[illegible]

Federal Aid Funds- $28,230.00
State Funds- 20,431.80
All necessary rights of way have been [illegible] for $48,661.80
this project.

[illegible]
County Highway Engineer

By

[illegible]
[illegible]

[illegible] 27, [illegible]

ASHLAND SECTION

PROJECT NO. FI-302 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 27, 1946

RECEIVED
APR 28 1947
FOR FILING

F1-302 (3)

April 26, 1947

Albert W. Benton
309 Failing Building
Portland 4, Oregon

Dear Sir:

We are sending you today a fully executed copy of contract No. [illegible] which was awarded to you on April 1, 1947 by the State Highway Commission, covering the grading and paving of the Ashland (Water St.-Oak St.) Section of the Pacific Highway in Jackson County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

1 Encl.

Recorded
JL

RECEIVED
APR 22 19
FOR FILING
F-302(3)

April 18, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 15, 1947, on Contract No. 2888, Ashland (Water St.-Oak St.) Section in connection with Federal Aid Project No. F-302 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

DHP:EM

RECEIVED
APR 9 1947
FOR FILING

F1-302 (3)

/ Radio —

Message to Mr. Lytle
went through at 2:30.

DR.

Files

RN
N

1206

$

CHECK
ACCOUNTING INFORMATION
TIME FILED

April 9, 1947
3:00 p.m.

Retel have radioed Lytle to meet you Ashland Hotel immediately.

ORGEON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:dr
Collect
Salem, Oregon

ANSWER MY EXPENSE=

:ALBERT W DENTON

Retel have radioed Lytle to meet you Ashland Hotel immediately
HBG

Collect

LYTLE

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(35)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL	Day Letter
NL	Night Letter
LC	Deferred Cable
NLT	Cable Night Letter
	Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA207 PD=ASHLAND ORG 9 104P

MR GLAISYER=

1947 APR 9 PM 1 41

=STATE HIWAY DEPT

:PLEASE ADVISE MR LYTLE TO CONTACT ME ASHLAND HOTEL WOULD LIKE TO START WORK ON THE PROJECT HERE SOON AS POSSIBLE ANSWER MY EXPENSE=

:ALBERT W DENTON=

Retel have advised Lytle to meet you Ashland Hotel immediately

LYTLE=

Collect

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

[illegible] is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company, the amount paid for the transmission of a domestic te
or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of 5,000 or more inhabitants where the Company has an office which, as show
filed tariffs of the Company, is not operated through the agency of a railroad company, within two miles of any open main or branch office of the Company; in cities or towns o
more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed through the agency of a railroad company, within one mile of the teleg
in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within one-half mile of the telegraph office. Beyond the limits above specified, t
does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with the understanding that the sender authorizes the collection o
charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for deliveries made by
the corporate limits of any city or town in which an office of the Company is located.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent
the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in the case of any message except an intrastate message in Texas where the clai
to the Company within sixty days after the message is filed with the Company for transmission, and in the case of an intrastate message in Texas the Comp
or statutory penalties where the claim is not presented in writing to the Company within ninety-five days after the cause of action, if any, shall have accr
of these conditions shall apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmiss
subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to message
to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

10-46

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAMS
A full-rate expedited service.

DAY LETTERS
A deferred service at lower than the standard telegram rates.

SERIALS
Messages sent in sections during the same day.

NIGHT LETTERS
Accepted up to 2 A.M. for delivery not earlier than the following morning at rates substantially lower than the standard telegram or day letter rates.

CABLE SERVICES

ORDINARIES
The standard service, at full rates. Code messages, consisting of 5-lette
at a lower rate.

DEFERREDS
Plain-language messages, subject to being deferred in favor of full-rate messages.

NIGHT LETTERS
Overnight plain-language messages.

URGENTS
Messages taking precedence over all other messages except government messages

FORM S-122X 5M 6-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
APR 14 1947
FOR FILING

FI-302 (3)

April 4, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of encroachment resolution, signed by the proper city officials of Ashland, for Federal Aid Project No. FI 302 (3), Water Street-Oak Street Section of the Pacific Highway.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mo

Encl.

✓ cc Mr. J. W. Nash

1947

Tw

RECEIVED
MAY 10 1947
FOR FILING

F1-302 (3)

April 2, 1947

Albert W. Dunton
P.O. Box 1199, McLoughlin Heights
Vancouver, Washington

Dear Sir:

Confirming my telegram to you of this date, the State Highway Commission has yesterday awarded to you the contract for grading and paving on the Ashland (Water Street-Oak Street) Section of the Pacific Highway, in Jackson County. This award was based on your [illegible] bid of $40,846.00 submitted on March 24, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fc

cc - E.C. Smith (3 copies)
Goldie Lewis
R.H. Peckert

get compared

Charge to the account of ______________________________ $ ________

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

ALBERT W. DENTON
P.O. BOX 1199 McLAUGHLIN HEIGHTS
VANCOUVER, WN.

0945 2 APR 47

STATE HIGHWAY COMMISSION AWARDED YOU YESTERDAY CONTRACT FOR GRADING AND PAVING ASHLAND (WATER ST-OAK ST) SECTION OF PACIFIC HIGHWAY IN JACKSON COUNTY BASED ON YOUR LOW BID SUBMITTED MARCH 24, 1947. CONTRACT FORMS FOLLOW SHORTLY.

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

cc - Confirmation
Auditor (5001-900)
Files ✓

Salem, Oregon

RECEIVED
APR 3 1947
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA55 GOVT DL PD=PORTLAND ORG 1 426P

1947 APR 1 PM 5 08

R H BALDOCK=

STATE HIGHWAY ENGINEER SM=

REYOURTEL TODAY ALL RIGHTS OF WAY ACQUIRED OREGON FI-302(3) ASHLAND PROJECT. AS REQUESTED CONCURRENCE HEREWITH GIVEN IN AWARD OF CONTRACT TO ALBERT W DENTON, LOW BIDDER:

=T M DAVIS.

NOTED
H. B. GLAISYER

FI-302(3)

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONCURRENCE REQUESTED IN AWARD TODAY CONTRACT FOR ASHLAND PROJECT TO ALBERT W. DENTON. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

R

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	■	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		[illegible]	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$	CHECK
S	ACCOUNTING INFORMATION
F	TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 1 19 47

To MR. T. M. DAVIS , DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 801 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

CONCURRENCE REQUESTED IN AWARD TODAY CONTRACT FOR ASHLAND PROJECT TO ALBERT V. BENTON. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
MAY 13 1947
FOR FILING

FI-3[illegible]2(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible]

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Project No. FI-3[illegible](3), Ashland Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

[illegible]
District Engineer.

RECEIVED
[illegible]

MONTANA
OREGON
WASHINGTON

RECEIVED
FEB 17 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

FI-302 (3)

February 4, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the rejection of all bids as excessive on Oregon Project No. FI-302(3), Ashland (Water St. - Oak St.) Section of the Pacific Highway.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
FEB 7 1947
OREGON
STATE HIGHWAY COMMISSION

5

RECEIVED
MAY 13 1947
FOR FILING

FI-302 (3)

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

January 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. papers for Oregon Project FI-302(3), Ashland Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JAN 13 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

RECEIVED
OCT 8 1946
FOR FILING

F1-302 (3)

#2888

(3)

October 4, 1946

Mr. W. M. Briggs
City Attorney
Ashland, Oregon

Dear Mr. Briggs:

I understand that you and Mayor Wiley were in here Thursday, September 26, when I was gone, and discussed various features with Mr. Smith with relation to the Ashland Plaza Project.

First, let me tell you that no bids were received at the meeting of the Highway Commission. It was the consensus of the Highway Department and of the Public Roads Administration that the job should not be readvertised until later for the reason that an award at the last meeting would have been the latest time possible to get the job done this fall. The principal work consists of paving, and that type of work cannot be done satisfactorily in the wintertime. The work will, therefore, have to be done in the late spring or early summer. Moreover, Mr. Lynch of the Public Roads Administration was rather loath to certify the job and did so only on the assumption that work could be done immediately so as to give better service to the property on the east side.

The Highway Commission will reimburse you for the cost of lowering the water main on Oak Street where necessary to do so on account of the change in grade, as I explained to you over the phone. It would not appear that the 10-inch main on Main Street will be interfered with by any change in grade; therefore, I do not feel it necessary to move it merely because it will cross diagonally across the highway. In nearly all towns where the highway uses the streets, there are mains under the street, and, while it occasionally causes some little inconvenience, the cost of moving all these mains would be prohibitive.

There would seem to be no occasion for a water main on the east side of the street since the Knox Building can be served from Oak Street and the Claycomb Building from Water Street.

I am unable to justify any participation by the Highway Department in the sewer which you say must be built from the Knox Building to the manhole on Water Street since the Department purchased the frontage of this property without committing itself to any further obligations.

I am advised by Mr. Lytle that the layout of the sewer is largely controlled by the depth of the Knox basement which is much lower than any of the basements were in the old buildings. It may be that I do not understand the underlying basis for the request for participation in this sewer construction, and if so, would be glad to hear any further arguments which you may present.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. C. Smith
Mr. K. D. Lytle

MONTANA
RECEIVED
DEC 3 1946
FOR FILING

FI-302 (3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

September 9, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. papers for Oregon Federal Aid Project No. FI-302(3), Ashland Section of U. S. Route 99, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Reference is made to the drawing No. 8401 for retaining walls. Weep holes are not provided and it is believed that they should be. It is requested that revised plans showing this change be submitted. } Ref to Br. Dept

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 5 1946
FOR FILING

FI 302-3

August 27, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Ashland Section, Project No. FI-302 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Later landscaping work on this project will consist of the planting of the areas, indicated on the plans to be landscaped, to lawn grasses and ornamental shrubs. This work will be supplemental to that to be performed at the present time which consists of the placing of topsoil and installation of water pipes.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

RECEIVED
AUG 28 1946
FOR FILING

FI-302 (3)

August 24, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

To supplement other information submitted to you as evidence of the essentiality of the Ashland Project, FI-302 (3), we are sending herewith a copy of a resolution passed by the Mayor and the Common Council of the City of Ashland.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

RECEIVED
AUG 27 1946
FOR FILING

LAW OFFICES OF
BRIGGS & BRIGGS
ASHLAND, OREGON

E. D. BRIGGS (1890-1934)
WM. M. BRIGGS

EI-302-3

August 22, 1946

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. Baldock

Dear Mr. Baldock:

NOTED
Highway Engineer

Enclosed herewith find two copies of Resolution of the Mayor and Common Council relative to the Plaza highway improvement in the City of Ashland.

Would you kindly forward the extra copy to the Public Roads Administration?

([illegible] 8-28-46 to T. M. Davis)

The City Council and the business men and others are very much disturbed over any prospect of delay of this work, and we urge you and the Commission to use every effort to see that the project is completed at an early date.

Yours very truly,

Wm. M. Briggs
City Attorney

RECEIVED
AUG 23 1946
OREGON
STATE HIGHWAY COMMISSION

RESOLUTION

Urging and petitioning the Oregon State Highway Commission and the Public Roads Administration to complete the Ashland-Plaza project at the earliest practicable date.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF ASHLAND, OREGON:

Section 1.

That the Oregon State Highway Commission and the Public Roads Administration be, and they are, hereby petitioned and urged to forthwith complete the Ashland-Plaza project within the City of Ashland, Oregon, for the following reasons:

(a) Very little critical material will be necessary;

(b) Serious loss will result to the proprietors of businesses whose operations have been suspended pending construction of new housing;

(c) Present condition of the highway creates an unsightly condition, and is injurious to existing business houses;

(d) Existing business houses were instructed to raze buildings by August first, and to delay the work would be to violate implied pledge that bids would be called at once so business houses could be constructed on new highway boundaries;

(e) Work on this project was started years ago and Main Street of the city has been in partial stage of construction ever since;

(f) Completion of project is essential to growth of city, and healthy business conditions in Ashland.

(g) Present condition is unsafe.

Section 2.

That the city recorder is instructed to furnish a copy of this resolution to the Oregon State Highway Commission, and to the Public Roads Administration.

The foregoing resolution was duly passed at a regular meeting of the Mayor and Common Council held on the 20th day of August, 1946, the vote being as follows:

AYES:

NAYS:

Approved, August 20th, 1946

T. S. Wiley
Mayor

To all of which I hereby certify:

J. Q. Adams
Recorder

S-77(1) Spitzenberg-Scappoose Sec., 1947
Pittsburg-Scappoose Co. Rd.
#2889

S-77(1)

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NOV 6 1947
FOR FILING

R.H. Baldock

October 29th, 1947

FINAL COST ANALYSIS

Contract #2889
Spitzenberg-Scappoose Section

Prefix 205-1015
Pittsburg-Scappoose County Road

J. N. & M. J. Conley, Contractors
A. B. Dean, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
2"-0" Mat'l. in Base	11,662	Cu. Yd.	$1.553	$2.40	$18,121.65	$27,988.80
3/4"-0" in Base & Shldrs.	3,160	" "	1.553	2.60	4,901.16	8,216.00
Sprinkling	946.4	M-Gal.	1.06	2.00	1,005.03	1,892.80
*Preparation of Base	5.74	Mile	137.16	135.00	787.30	774.90
*3/4"-0" in Binder Course	1,056	Cu. Yd.	2.73	3.60	2,880.35	3,801.60
*Furn. & Place Aggregates	2,620	" "	2.73	3.60	7,136.31	9,432.00
*RC-3 in Seal Course	64.21	Ton	25.40	25.00	1,630.93	1,605.25
*RT-4 Tar in Binder	121.61	"	20.32	20.00	2,471.11	2,432.20
*RT-9 Tar	134.69	"	23.37	23.00	3,147.44	3,097.87
					$42,081.28	$59,241.42

Gross Revenue	$59,241.42
Total Cost	42,081.28
Net Profit	$17,160.14

Net Profit Equals 29.0% of Gross Revenue

NOTED
W. C. WILLIAMS

* Sub-contracted to Harr & Horton

Spitzenberg-Scappoose

Detail of Cost

Labor:

Supervision	$673.00	
Labor	10,810.55	
State Industrial Accident Insurance	258.38	
Unemployment Insurance	287.09	
Social Security	114.84	
		$12,143.86

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$7,875.00	
Hired Truck, Not Including Driver	113.22	
Gas, Oil & Grease	1,955.31	
Freight & Cartage	1,231.32	
Explosives	1,070.00	
Miscellaneous Supplies & Drill Steel	1,731.56	
Public Liability Insurance	114.84	
Office Expense	289.26	
Bond	355.45	
General Overhead	1,777.24	
		16,513.20

Payment to Harr & Horton, Oiling Sub-contractors:

Preparation of Base	5.74	Miles at $135.00	$774.90	
Placing 3/4"-0" in Binder	1,056	Cu. Yd. at $1.50	1,584.00	
" Mineral Aggregate	2,620	" " " 1.50	3,930.00	
RC-3 Road Oil	64.21	Ton at 25.00	1,605.25	
RT-4 Tar	121.61	" " 20.00	2,432.20	
RT-9 Tar	134.69	" " 23.00	3,097.87	
				13,424.22

Total Cost $42,081.28

Spitzenberg-Scappoose

Crushed Rock Costs

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up Plant	$5,581.22	18,498	Cu. Yd.	$0.302
Drill & Shoot	2,489.50	"	" "	0.135
Load & Haul to Plant	1,107.40	"	" "	0.060
Crushing	5,898.70	"	" "	0.319
Proratable Expense	4,736.25	"	" "	0.256
Total	$19,813.07	18,498	Cu. Yd.	$1.072

2" - 0" & 3/4" - 0" in Surfacing

Haul to Road, Av. 2.5 Mi.	$4,134.37	14,822	Cu. Yd.	$0.279
Street Work	2,797.14	"	" "	0.189

Sizes Crushed

2" - 0"	11,662 Cu. Yd.
3/4" - 0"	4,216 " "
Mineral Aggregate	2,620 " "
Total	18,498 Cu. Yd.

Plant operated 190 hours overall working time and produced an average of 97.4 cu. yds. per hour.

Spitzenberg-Scappoose

Remarks:

This contract, which required the surfacing and oiling of a 5.74-mile section of the Pittsburg-Scappoose County Road, was bid on May 24th, 1947 and awarded April 2nd. The contractor started work on April 3rd, and the project was completed on July 25th, 1947.

The contractor set up his plant at the specified quarry located adjacent to the highway and 5.5 miles from the east end of the project. The quarry shooting required a single coyote hole and only 8,000 lbs. of powder were used, or an average of 0.4 lb. per cubic yard. The rock broke in fragments averaging 6 inches in size and there was no reshooting. A D-7 cat and dozer moved all the rock to the crushing plant at a cost of only $0.06 per yard. The contractor used his large portable crushing plant, containing a 24" x 36" jaw primary and 3 sets of roll recrushers. The plant was also equipped with a 5' x 14' 4-deck screen. Production averaged 97 cu. yds. per hour for 190 hours of overall working time. The contractor used his own 6 and 8-yard trucks for hauling.

The oiling work was sub-contracted to Harr & Horton who hauled the oil and tar direct from the plants at Willbridge.

The contractor made an excellent profit on the job due to the high and well sustained production, very little lost time and to the cheap quarrying and loading costs.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
OCT 16 1947
FOR FILING

S-77(1)

October 15, 1947

General Casualty Company
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2889 for work on the Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, in Columbia County, has been completed by the contractor, J. N. & M. J. Conley, and that final payment in the amount of $1,777.24 will be made on or after October 25, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $59,241.42, and that no force account work was performed therein. This contract was completed on July 25 and accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-15-47 gl

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

September 23, 1947

S-77(1)

#2889

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project S-77(1)
Spitzenberg-Scappoose

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 24 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

Form PR-2 (Revised 1940)

State Oregon WA8pr 7313

Project No. S-77(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of September, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-six thousand two hundred and no/100 dollars ($36,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 51, Laws 1920; Chap. 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 5+85.3 in Scappoose in the NW 1/4 Sec. 12, T-3-N, R-2-W, W.M., and survey station 313+70.6 in the SE 1/4, Section 17, T-4-N, R-2-W, W.M., except bridges station 10+10 - 10+85, 68+61 - 69+00, 157+35 - 158+41, 165+18 - 166+37, 241+18 - 241+94, and 295+97 - 296+20, length 5.738 miles, in Columbia County, being Oregon Federal Aid/Secondary project No. S-77(1), consisting of 5.738 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED SEP 22 1947

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty-six thousand two hundred and 00/100 dollars ($36,200.00), which does not exceed the authorized Federal pro rata share of sixty-two thousand three hundred fifty-one and 19/100 dollars ($62,351.19), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
~~Acting Hwy Engr~~
(Title of officer)

By
(Title of officer)

Attest

RECOMMENDED FOR APPROVAL:
Acting STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W. H. LYNCH
Division Engineer,
Public Roads Administration.

F. E. Andrews
Principal Highway Engineer

RECEIVED
SEP 22 1947
OREGON DISTRICT

RECEIVED
SEP 17 1947
FOR FILING

S-77(1)

2889

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road

NATURE OF WORK: Surfacing and Oiling

IN WHAT PROGRAM APPROVED BY COMMISSION
AND PROPOSED YEAR OF CONSTRUCTION:

Second year of Postwar Program - Secondary Federal Aid

DATE SURVEY ADOPTED: (Surfacing and Oiling Project, No Survey Required)

DATE ADVERTISED FOR BIDS:

DATE CONTRACT AWARDED: April 2, 1947
" " Completed: July 25,1947
" " Accepted: August 26, 1947

CONTRACTOR: J.N. & M.J. Conley

REMARKS:

RECEIVED
SEP 12 1947
FOR FILING

S-77 (1)

#2889

September 11, 1947

General Casualty Company
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.H. & M.J. Conley on contract No. 2889, covering Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, in Columbia County. This payment, in the amount of $2,631.98, will be made on or after September 22, 1947. The retained percentage is $1,777.24.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON [illegible]
9-11-47 jl

Form E-1-8M-4-47

S-77(1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 29, 1947

Section Spitzenburg - Scappoose

Kind of work Surfacing and Oiling

Highway Pittsburg - Scappoose

Section prefix 205-1015

Contractor J. W. and M. J. Conley

Contract number 2889

Date of contract April 2nd., 1947

Date of completion August 31st, 1947

Date work started April 3rd., 1947

Estimated date of completion July 31st, 1947

Amount of contract $56,682.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $56,682.00

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $1400.00, 42%

Date project was completed July 25th, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate will be sent in this week.

This is the final weekly report.

NOTED

1947

NOTED A. W. LIBBY

Signed A.B. Dean

Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.74				5.74
Miles partially completed	5.74				5.74
Miles completed	5.74				5.74
Total estimated quantities	15,500 CY				538 Tons
Estimated quantities moved or placed to date	15,500 CY				538 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

FORM E-122K 6M 9-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
AUG 26 1947
FOR FILING

S-77 (1)

August 25, 1947

COPY

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letters of June 3 and August 1, 1947, requesting copies of encroachment resolution, adopted by the City Council of Scappoose, for Project No. S-77 (1), Pittsburg-Scappoose Road.

This encroachment resolution has now been received from the city, and four signed copies are being enclosed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

me

Encl.

cc Mr. J. W. Nash

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

August 1, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It will be appreciated if you will forward the copies of an encroachment resolution by the City Council of Scappoose covering Oregon Project No. S-77(1), Pittsburg - Scappoose Road, at your earliest convenience.

Action on the project agreement and the voucher submitted in the amount of $25,314.00 must be withheld pending receipt of this resolution.

Very truly yours,

P. F. M. Davis
P. F. M. DAVIS
District Engineer

RECEIVED
AUG 6 1947
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
AUG 4 1947
OREGON
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[redacted]
PORTLAND 8, OREGON

June 3, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 4, 1947 which enclosed an encroachment resolution adopted by Columbia County for Federal Aid Project No. S-77(1), Pittsburg - Scappoose Road.

Please furnish an encroachment resolution, four copies, adopted by the City Council of Scappoose since a portion of this project is within the city limits.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUN 4 1947
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUN 4 1947
OREGON
STATE HIGHWAY COMMISSION

August 7, 1947

Mr. J. O. Watts
City Recorder
Scappoose, Oregon

Dear Sir:

Early in July, when Mr. Cattrall and myself were in Scappoose, seven copies of an encroachment resolution were left with the city officials, for adoption at the council meeting on July 7.

This resolution covers the portion of Federal Aid Project No. S-77 (1), Pittsburg-Scappoose Road, within the city limits of Scappoose, and provides certain regulations with regard to traffic and encroachments.

After adoption by the council, one copy was to be retained for the city's records and six copies forwarded to the Oregon State Highway Department, attention of Oscar Cutler, Engineer, County and City Relations.

The Public Roads Administration is requesting copies of this resolution, and it would be appreciated if you would advise me as to its status at your earliest convenience.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

ms

o. S-77 (1)

5-23-13
city
(1947)

RESOLUTION

WHEREAS, Federal Aid Secondary Highway No. 9, Columbia County, State of Oregon, known as the Pittsburg-Scappoose County Road, is routed through the City of Scappoose, Columbia County, Oregon, a municipal corporation, and the route officially adopted for said Federal Aid Secondary Highway by the State Highway Commission and the Columbia County Court traverses the following street or streets, or avenues, or roads, of said city; to wit:

> Beginning at highway engineer's survey station 5+05.3, at the west boundary of the Columbia River Highway; thence northwesterly along the Pittsburg-Scappoose Road to the west city limits of Scappoose

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Scappoose will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

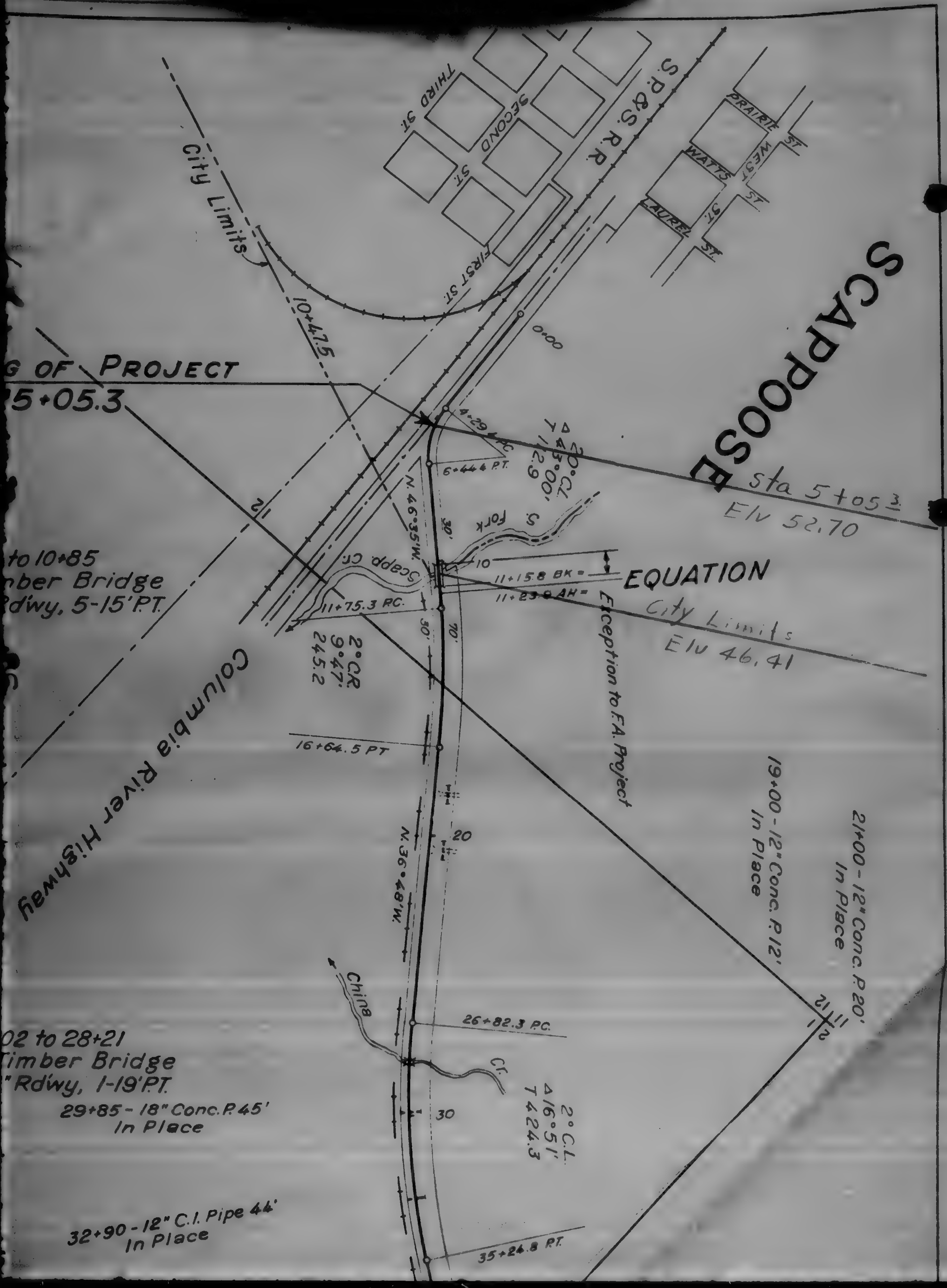
NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Scappoose, Columbia County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by Federal Aid Secondary Highway No. 9 of the State of Oregon, known as the Pittsburg-Scappoose Road, which will permanently or

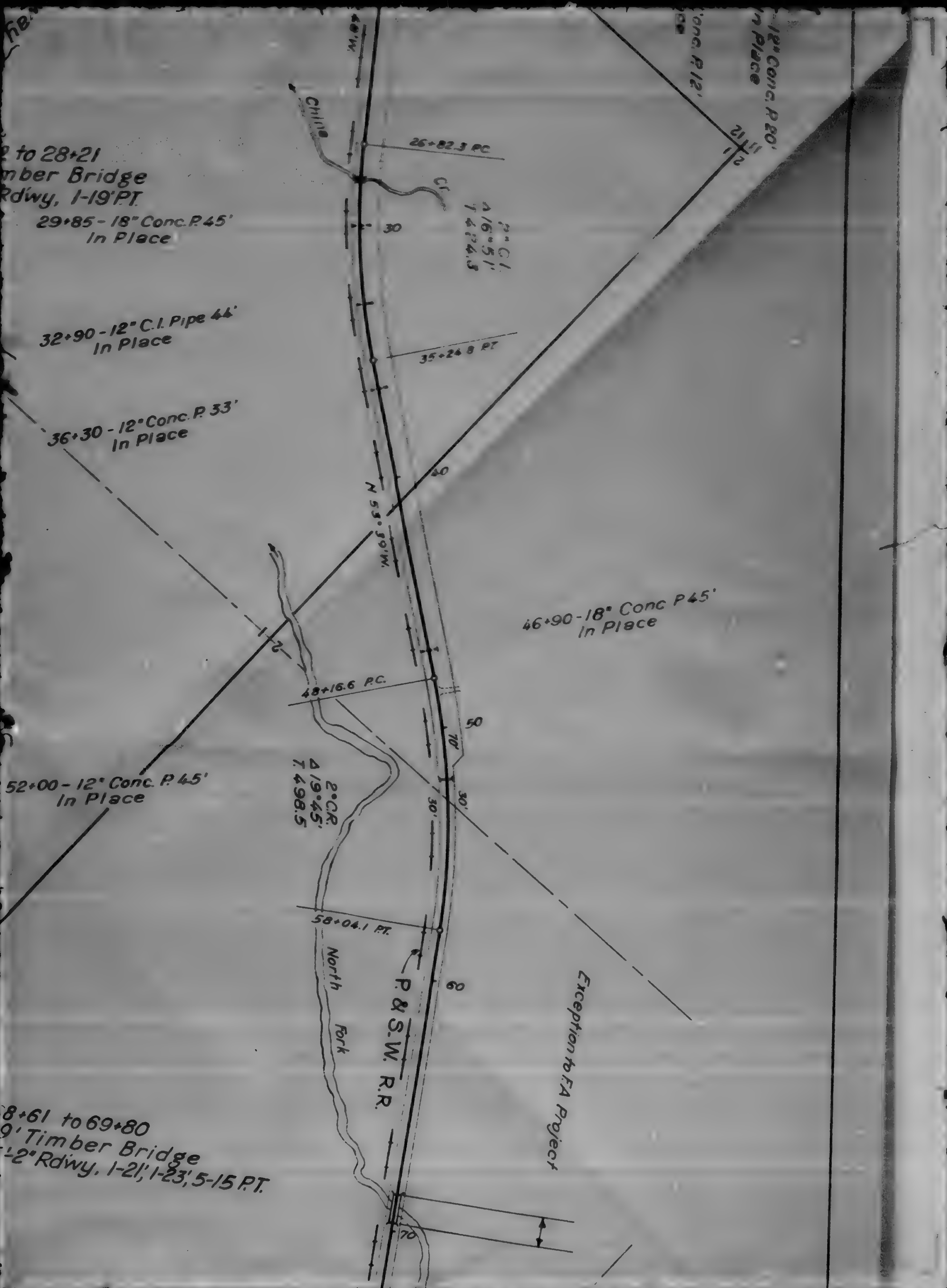
947

SURVEY

NOTE BOOK
NO.

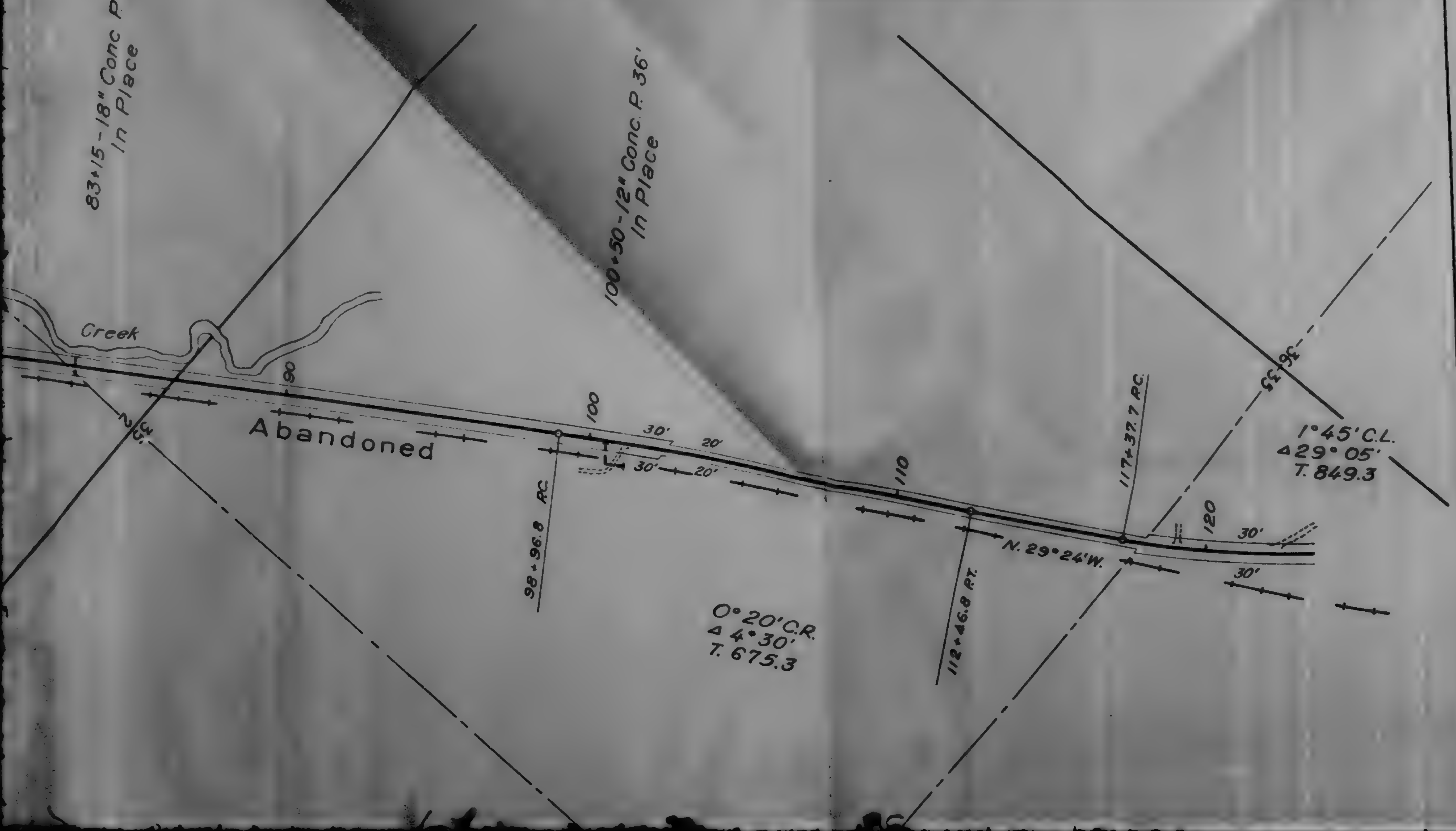
AREAS CH

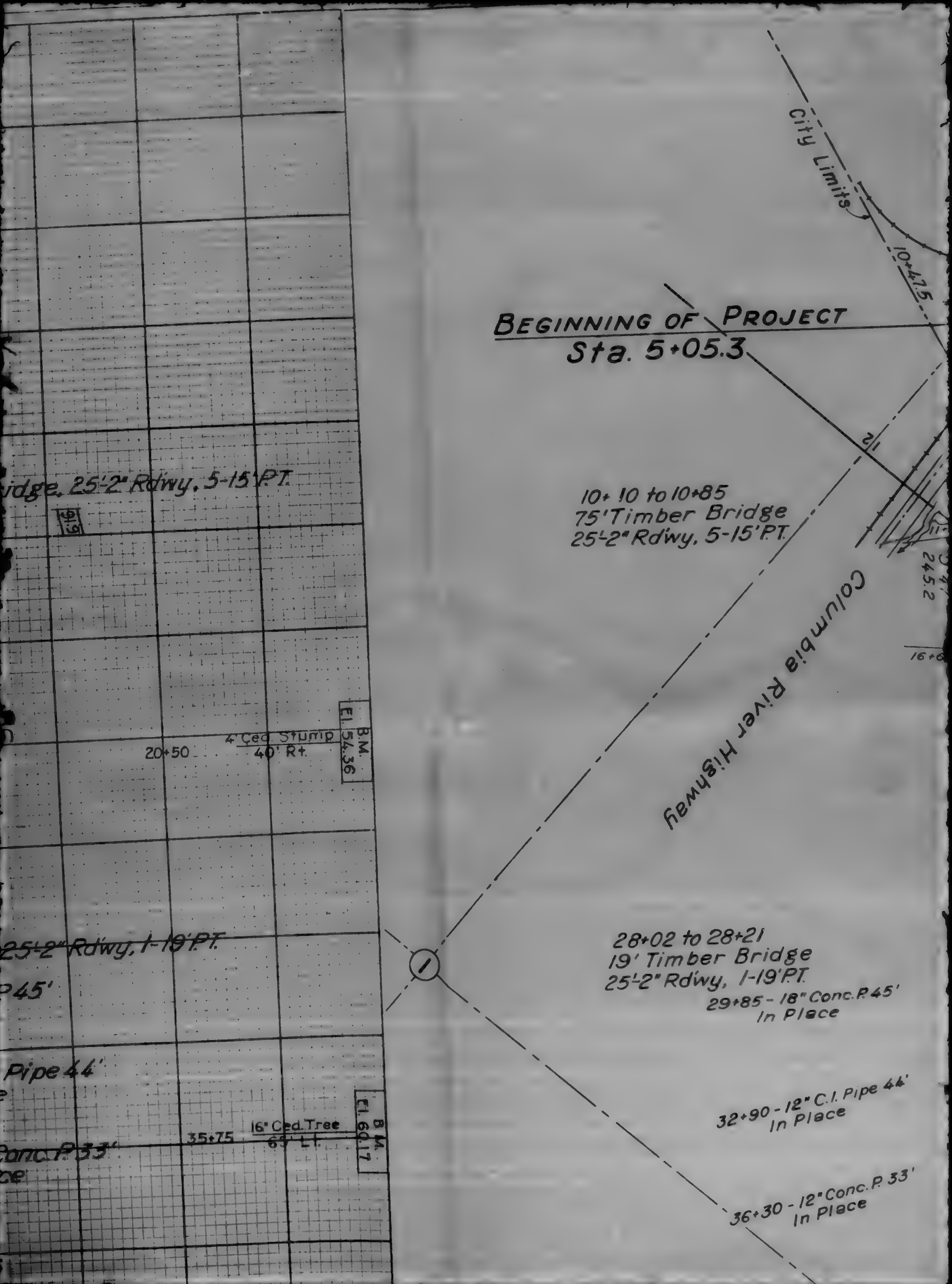


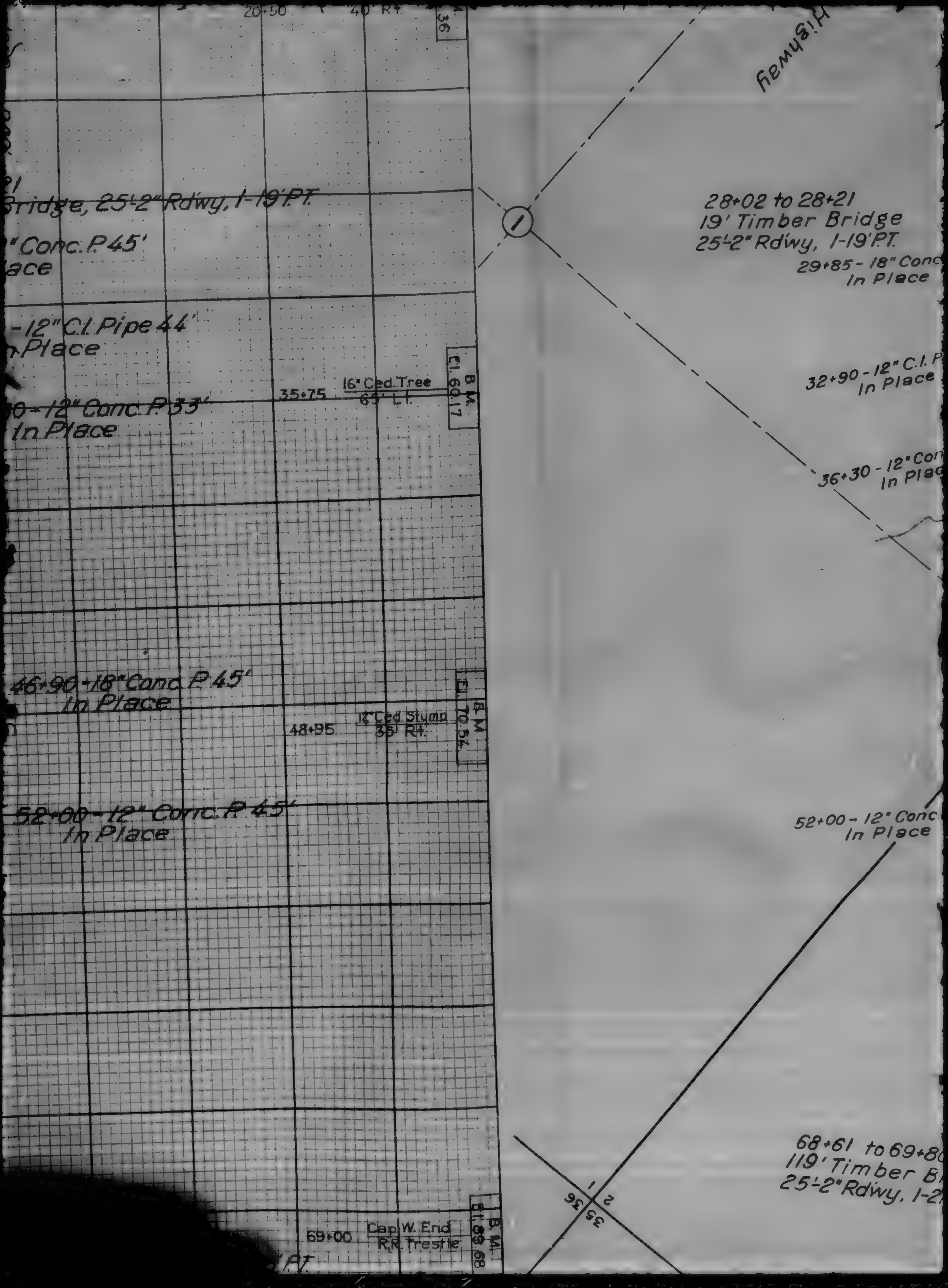

2 to 28+21
mber Bridge
Rdwy, 1-19' P.T.
29+85 - 18" Conc. P. 45'
In Place
32+90 - 12" C.I. Pipe 44'
In Place
36+30 - 12" Conc. P. 33'
In Place
46+90 - 18" Conc P 45'
In Place
52+00 - 12" Conc. P. 45'
In Place
8+61 to 69+80
9' Timber Bridge
-2" Rdwy, 1-21', 1-23', 5-15 P.T.
12" Conc. P. 20'
n Place
onc. P. 12'
26+82.3 P.C.
35+24.8 P.T.
48+16.6 P.C.
58+04.1 P.T.
Chile
Cr.
2° C.I.
Δ 16°51'
T 424.3
2° C.R.
Δ 19°45'
T 498.5
N 53°50' W.
North
Fork
P. & S.W. R.R.
Exception to F.A. Project
30
40
50
60
70
10'
30'
30'
21 11
1 2
1 2

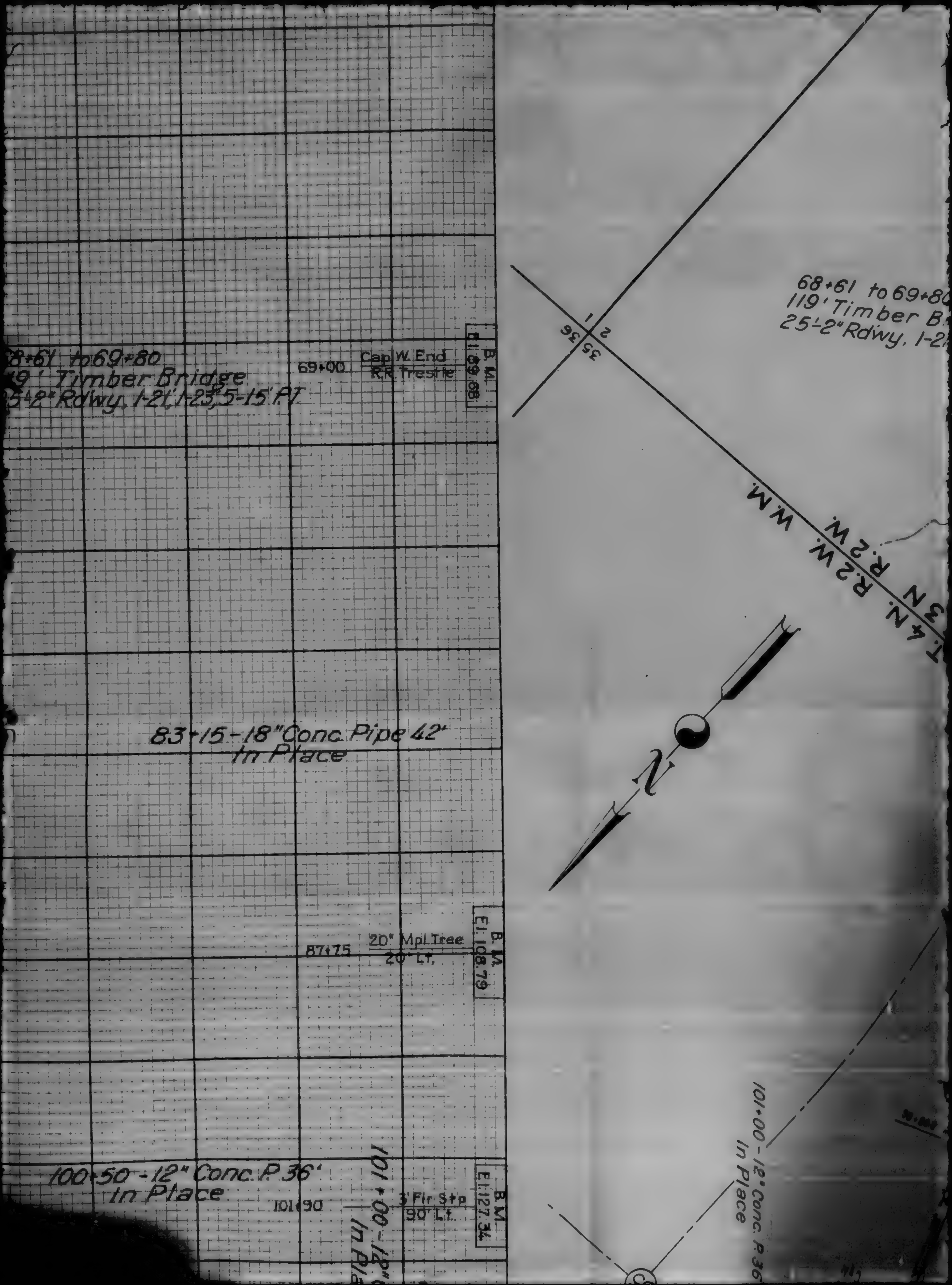
SPITZENBERG-BEA
PITTSBURG-SCAPP
C.R. DANIEL
STATE
OREGON
13N 32W
14N 32W

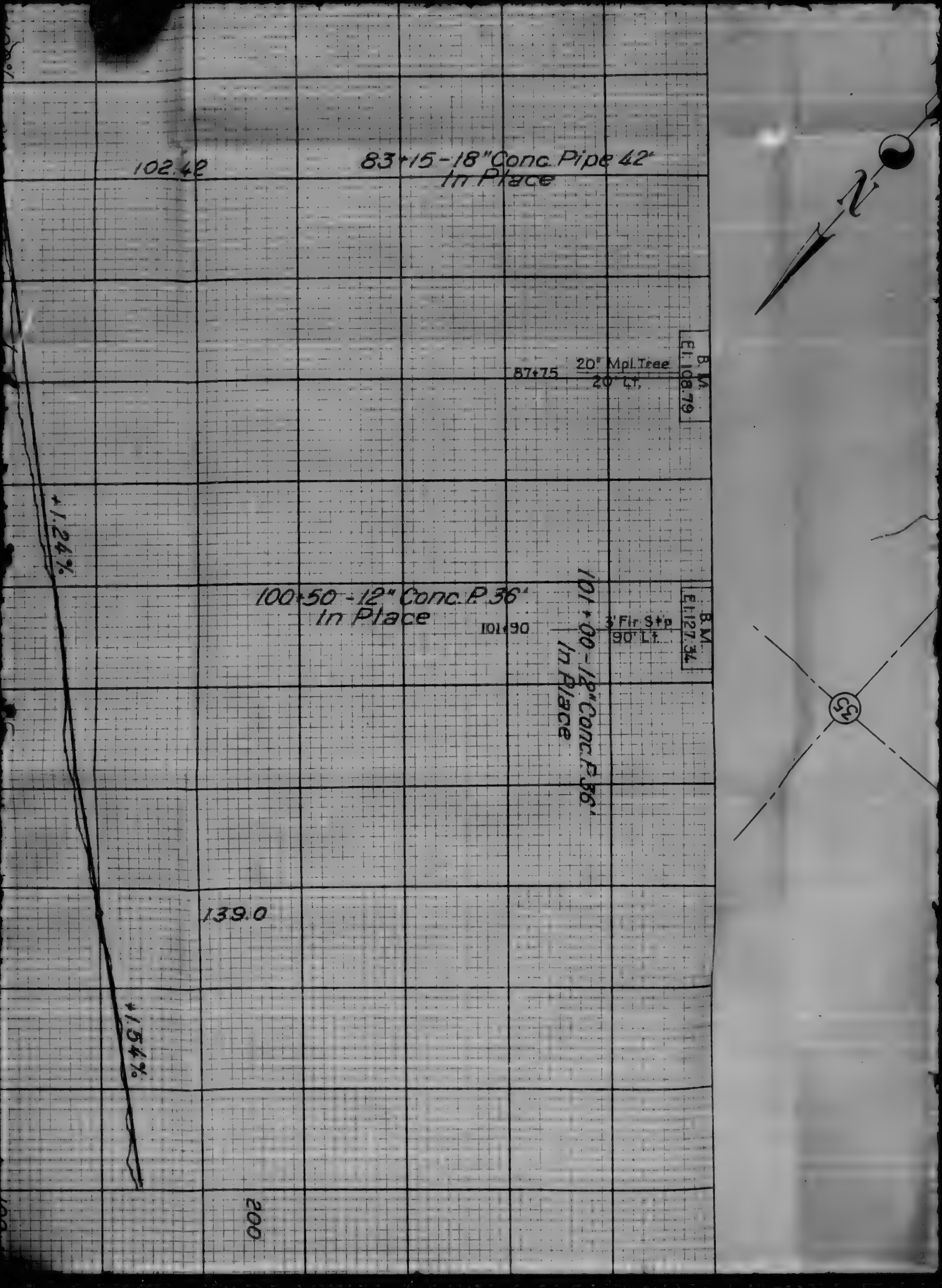
SPITZENBERG-SCAPPOOSE SECTION PITTSBURG-SCAPPOOSE HIGHWAY COLUMBIA COUNTY				SHEET No. 3
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-77(1)		See Index

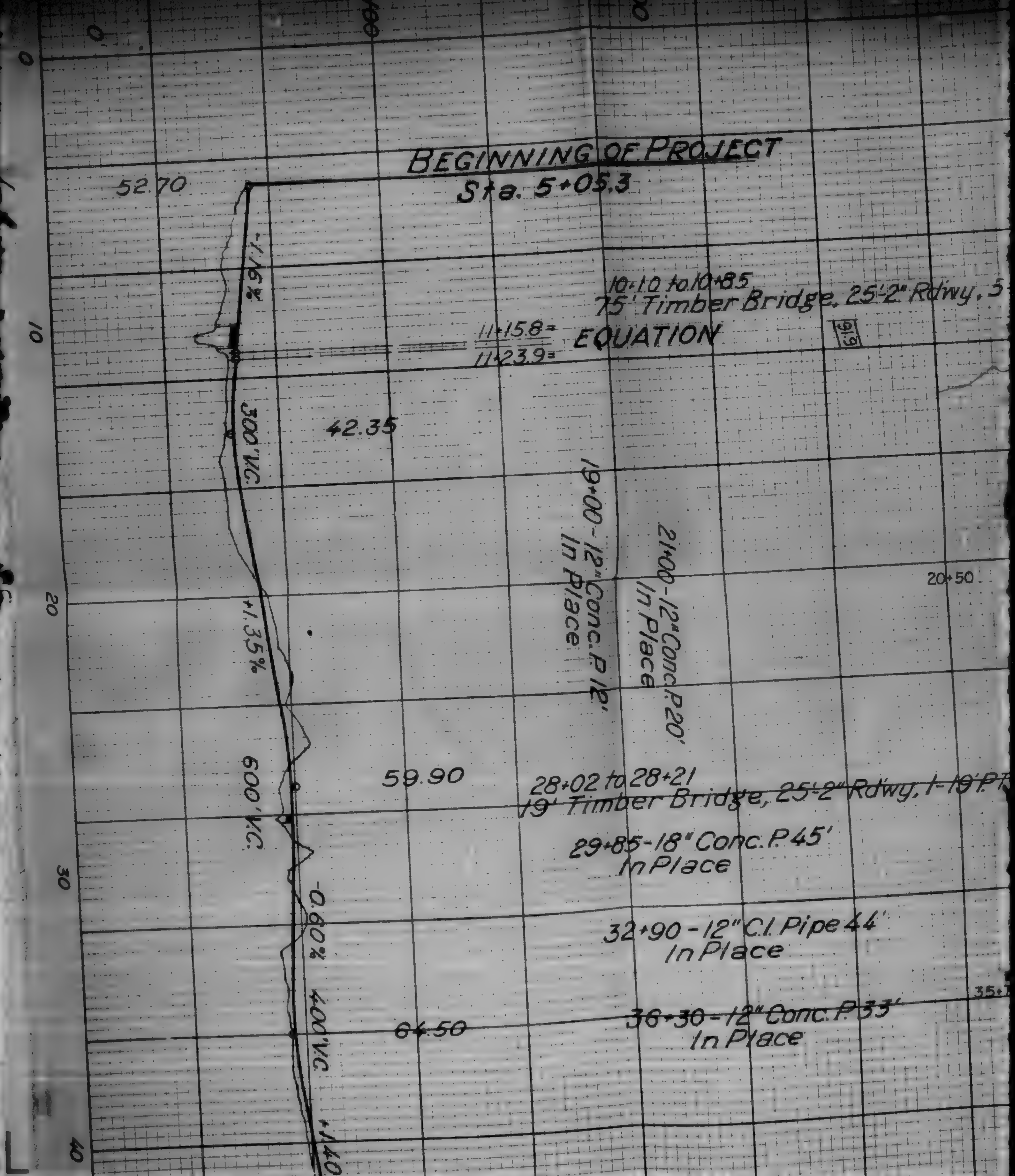


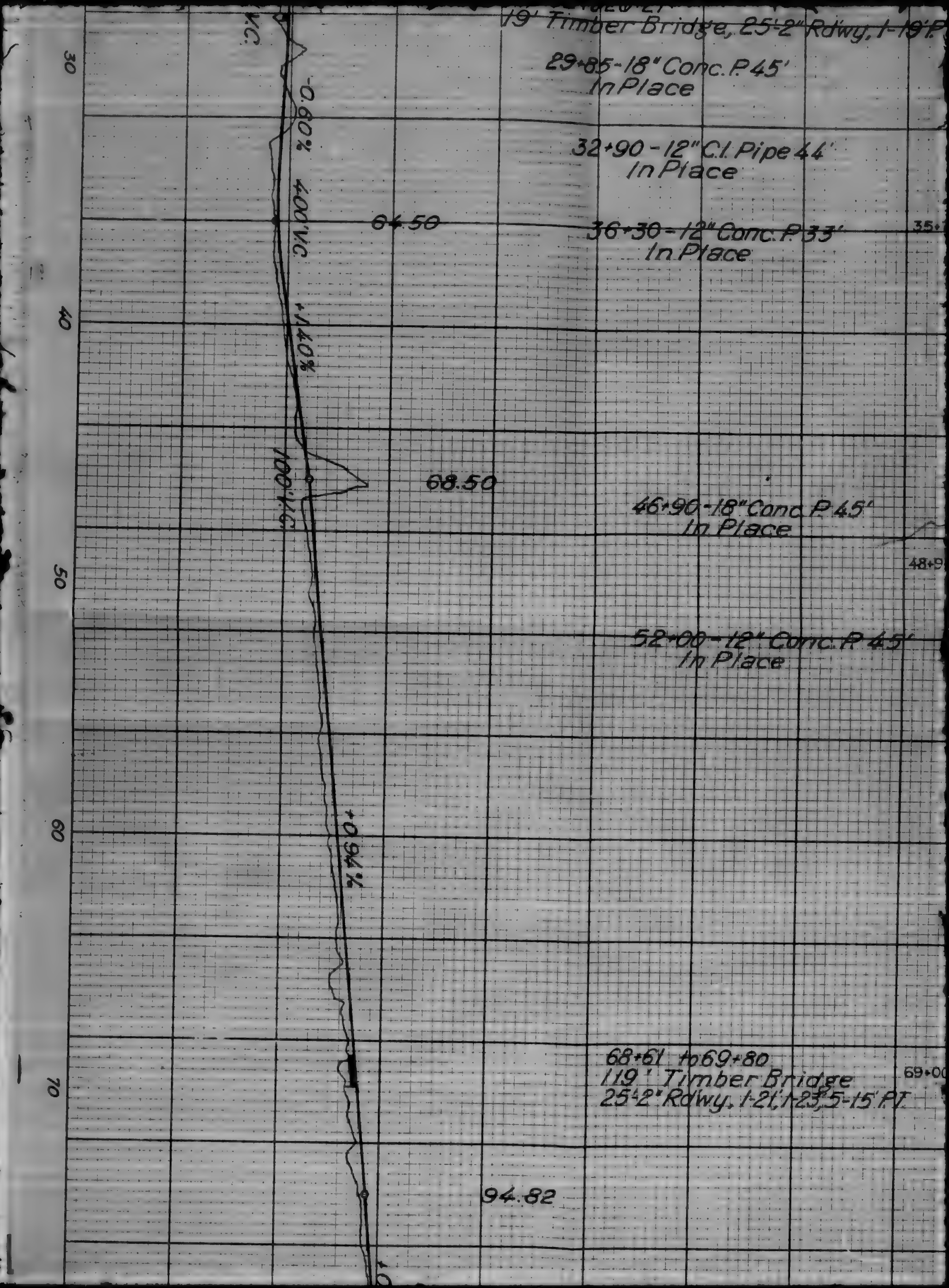

City Limits
10+47.5
BEGINNING OF PROJECT
Sta. 5+05.3
2/1
10+10 to 10+85
75' Timber Bridge
25'-2" Rd'wy, 5-15' P.T.
245.2
16+6
Columbia River Highway
ridge, 25'-2" Rd'wy, 5-15' P.T.
4' Ced. Stump
40' Rt.
20+50
B.M.
El. 54.36
28+02 to 28+21
19' Timber Bridge
25'-2" Rd'wy, 1-19' P.T.
29+85 - 18" Conc. P. 45'
In Place
32+90 - 12" C.I. Pipe 44'
In Place
36+30 - 12" Conc. P. 33'
In Place
1
25'-2" Rd'wy, 1-19' P.T.
P. 45'
Pipe 44'
e
16" Ced. Tree
65' Lt.
35+75
B.M.
El. 60.17
Conc. P. 33'
ce

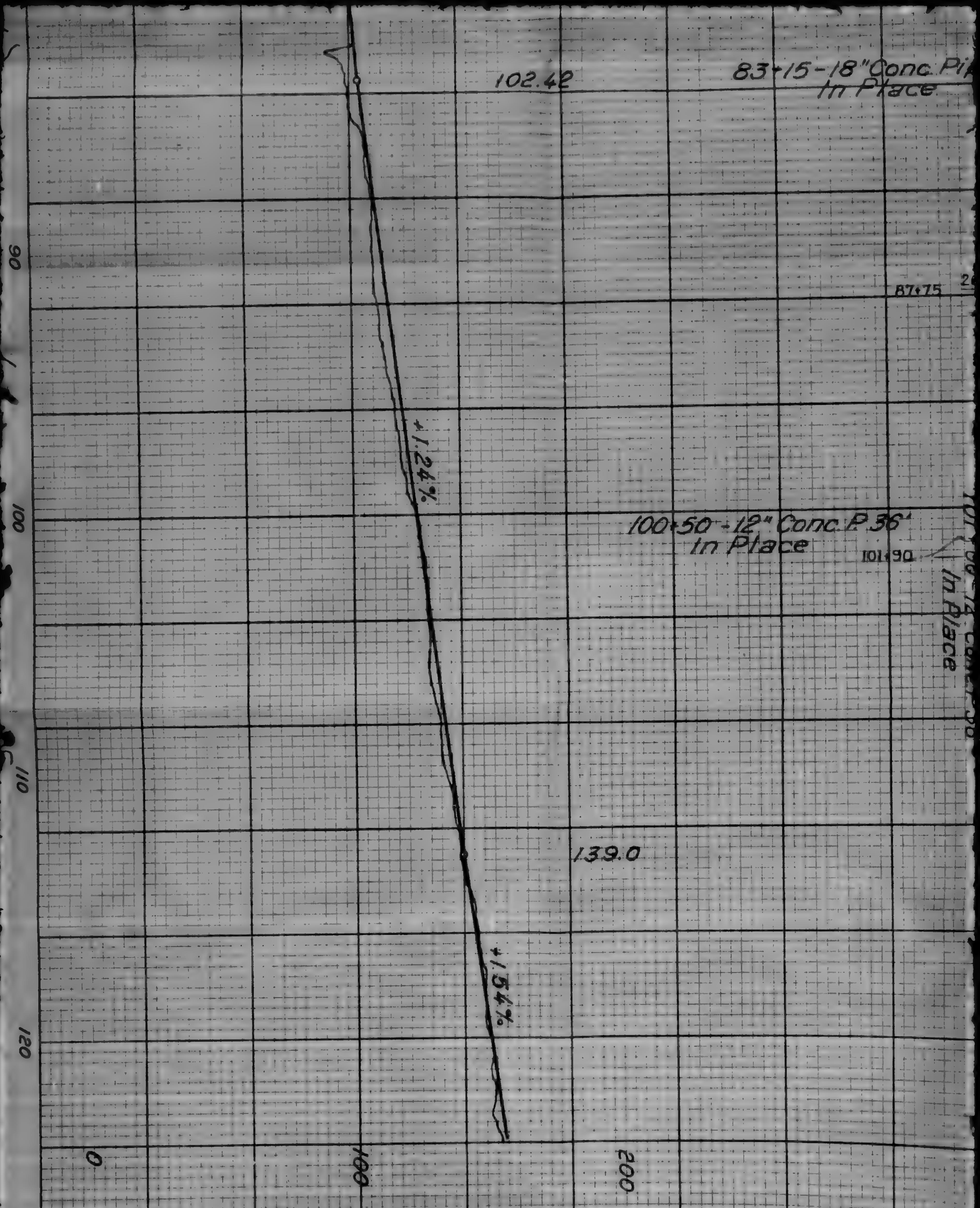

20+50
40' Rt.
36
21
Bridge, 25'-2" Rdwy, 1-19' P.T.
" Conc. P. 45'
ace
-12" C.I. Pipe 44'
n Place
0-12" Conc. P. 33'
In Place
35+75
16" Ced. Tree
65' Lt.
B.M.
El. 60.17
46+90-18" Conc. P. 45'
In Place
48+95
12" Ced. Stump
35' Rt.
B.M.
El. 70.54
52+00-12" Conc. P. 45'
In Place
69+00
Cap W. End
R.R. Trestle
B.M.
El. 69.68
' P.T.
Highway
1
28+02 to 28+21
19' Timber Bridge
25'-2" Rdwy, 1-19' P.T.
29+85 - 18" Conc
In Place
32+90 - 12" C.I. P
In Place
36+30 - 12" Con
In Plac
52+00 - 12" Conc
In Place
68+61 to 69+8
119' Timber B
25'-2" Rdwy. 1-2
1
2
35
36


8+61 to 69+80
19' Timber Bridge
5'-2" Rdwy. 1-21', 1-23', 5-15' P.T.
69+00
Cap W. End
R.R. Trestle
B.M.
El. 89.68
83+15 - 18" Conc. Pipe 42'
In Place
87+75
20" Mpl. Tree
20' Lt.
B.M.
El. 108.79
100+50 - 12" Conc. P. 36'
In Place
101+90
3' Fir Stp
90' Lt.
B.M.
El. 127.34
101+00 - 12"
In Pla
68+61 to 69+80
119' Timber B
25'-2" Rdwy. 1-2
1
2
36
35
T.4N. R.2W. W.M.
3N. R.2W.
N
101+00 - 12" Conc. P. 36'
In Place


102.42
83+15-18" Conc. Pipe 42' In Place
N
87+75
20" Mpl. Tree
20' Lt.
B.M. El. 108.79
+1.24%
100+50 - 12" Conc. P. 36' In Place
101+90
101+00-12" Conc. P. 36' In Place
3' Fir Stp
90' Lt.
B.M. El. 127.34
35
139.0
+1.54%
200


0
100
200
0
10
20
30
40
BEGINNING OF PROJECT
Sta. 5+05.3
52.70
-1.16%
10+10 to 10+85
75' Timber Bridge, 25'-2" Rdwy, 5
11+15.8 =
11+23.9 =
EQUATION
91.9
300' V.C.
42.35
19+00 - 12" Conc. P. 12'
In Place
21+00 - 12" Conc. P. 20'
In Place
20+50
+1.35%
600' V.C.
59.90
28+02 to 28+21
19' Timber Bridge, 25'-2" Rdwy, 1-19' P.T
29+85 - 18" Conc. P. 45'
In Place
-0.60%
32+90 - 12" C.I. Pipe 44'
In Place
35+
64.50
400' V.C.
36+30 - 12" Conc. P. 33'
In Place
+1.40%


19' Timber Bridge, 25'-2" Rdwy, 1-19' P.
29+85-18" Conc. P. 45'
In Place
32+90 - 12" C.I. Pipe 44'
In Place
64.50
36+30 - 12" Conc. P. 33'
In Place
35+
-0.60%
400' V.C.
+1.40%
100' V.C.
68.50
46+90 - 18" Conc. P. 45'
In Place
48+9
52+00 - 12" Conc. P. 45'
In Place
+0.94%
68+61 to 69+80
119' Timber Bridge
25'-2" Rdwy. 1-21', 1-23', 5-15' P.T.
69+00
94.82
30
40
50
60
70


102.42
83+15-18" Conc. Pi
In Place
87+75
26
+1.24%
100+50-12" Conc. P. 36'
In Place
101+90
In Place
139.0
+1.54%
90
100
110
120
0
100
200

RECEIVED
AUG 8 1947
FOR FILING

77-1

July 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 25, 1947 on Contract No. 2889, Spitzenberg-Scappoose Section in connection with Federal Aid Project No. S-77 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

RECEIVED
JUL 29 1947
FOR FILING

July 23, 1947

Honorable County Court of Columbia County
St. Helens, Oregon

Gentlemen:

This is to advise that the Federal Aid Secondary Highway Project No. S-77 (1), Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, being Federal Aid Secondary Highway No. 9, contract for which was awarded March 24, 1947, was completed as of July 21, 1947 and accepted as being completed satisfactorily.

This letter is to advise that this section of road is, pursuant to the terms of the agreement executed by the county court on January 29, 1947 and the State Highway Commission on March 17, 1947, now being turned over to the jurisdiction of the county court, and the responsibility for the maintenance therefor will rest in the county as of July 21, the date on which the job was completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Oscar Cutler

S-23-a
County
(1967)

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The County of Columbia (municipality or political subdivision), State of Oregon, hereinafter referred to as the County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 5.846 miles of the Federal Aid Secondary (municipal, or secondary or feeder) highway from the Columbia River Highway (FA 1) near the north city limits of Scappoose, northwesterly to a point near Spitzenberg on the Pittsburg-Scappoose Federal Aid Secondary Highway No. 9, known as Pittsburg-Scappoose County Road (local name of street or road), and to be designated as Oregon Project No. S-77 (1), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said County (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as

may be used as detours during the performance of the work on the aforementioned project.

4. That the said County (municipality or political subdivision) hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County (municipality or political subdivision) may determine.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County (municipality or political subdivision) on the 29th day of January, 1942, and the Highway Department on the 17th day of March, 1947.

Columbia County
(Municipality or political subdivision)

Attest: Wickman
County Clerk

By
County Judge

By Wm Pringle. Sr.
County Commissioner

By Donald Parker
County Commissioner

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
As Chairman

Attest:
Secretary

By
As Commissioner

By
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Public Roads Administration.

Project No. S-77 (1)

5-23-13
County
(1947)

RESOLUTION

WHEREAS, a County Road in **Columbia** County, State of Oregon, known as the **Pittsburg-Scappoose** County Road, is routed through the County of **Columbia**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Columbia** County, the section adopted for improvement being more particularly described as follows; to wit:

From the Columbia River Highway (FA 1) near the north city limits of Scappoose, northwesterly to a point near Spitsenburg on the Pittsburg-Scappoose Federal Aid Secondary Highway No. 9

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Columbia** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Columbia** County, Oregon, that no encroachments will be permitted on the county road, known as the **Pittsburg-Scappoose** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Columbia County, Oregon, this 29th day of Jany, 1947.

Attest:

C. W. Wickman
County Clerk

By
County Judge

By Wm Pringle Sr
County Commissioner

By
County Commissioner

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Columbia County, Oregon, on the 29th day of Jan., 1947, at the regular or special meeting of said County Court.

Dated this 29 day of Jan., 1947.

County Clerk

RECEIVED
JUN 11 1947
FOR FILING

S-77 (1)

May 2, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Spitzenberg-Scappoose Section, Project No. S-77 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-77 (1)

SPITZENBERG-SCAPPOOSE SECTION OF THE PITTSBURG-SCAPPOOSE HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

12,300	cu. yds.	2" - 0" Materials in Base	$ 2.40	$ 29,520.00
3,200	cu. yds.	3/4" - 0" Materials in Base and Shoulders	2.60	8,320.00
400	M-gals.	Sprinkling	2.00	800.00
5.74	miles	Preparation of Base	135.00	774.90
600	cu. yds.	3/4" - 0" Material in Binder Course	3.60	2,160.00
2,100	cu. yds.	Furnishing and Placing Aggregates	3.60	7,560.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	25.00	1,750.00
122	tons	Furnishing and Placing RT-4 Tar in Binder Course	20.00	2,440.00
146	tons	Furnishing and Placing RT-9 Tar	23.00	3,358.00
			Subtotal	$56,682.90
			10% Engr. & Cont.	5,668.29
			Total	$62,351.19

Length of Roadway	5.738 miles
Cost per mile	$10,866.36

Federal Secondary Funds- -	$36,200.00
State Funds- -	26,151.19
	$62,351.19

State Funds for Construction: Chap. 178, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

February 19, 1947

F

Mr. T. M. Davis
District Engineer
Public Road Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Spitzenberg-Scappoose Section, Project No. S-77 (1).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWM:lh

Oregon State Highway Department

Federal Aid Secondary
Project No. S-77 (1)

SPITZENBERG-SCAPPOOSE SECTION OF THE PITTSBURG-SCAPPOOSE HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 19, 1947

12,300	cu. yds.	2" - 0" Materials in Base	$ 2.50	$ 30,750.00
3,200	cu. yds.	3/4" - 0" Materials in Base and Shoulders	2.50	8,000.00
400	M-gals.	Sprinkling	3.00	1,200.00
5.74	miles	Preparation of Base	200.00	1,148.00
600	cu. yds.	3/4" - 0" Material in Binder Course	3.75	2,250.00
2,100	cu. yds.	Furnishing and Placing Aggregates	3.75	7,875.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,100.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,000.00
120	tons	Furnishing and Placing 151-200 Asphalt	30.00	3,600.00
122	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
146	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$ 59,923.00
			10% Engr. & Cont.	5,992.30
			Total	$ 65,915.30

Length of Roadway	5.738 miles
Cost per mile	$11,875.04

Federal Secondary Funds- -	$ 38,000.00
State Funds- -	27,915.30
	$ 65,915.30

SPITZENBERG-SCAPPOOSE SECTION

PROJECT NO. S-77(1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 19, 1947

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 25, 1947
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1947 F. Y. Federal Aid Secondary
(Previous Program)

January 22, 1947
(Date of Approval)

COUNTY Columbia

FA or FAS Route No. 9

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	5	77 (1)	F.A. Rt. 1 No. of Scappoose to Spitsenberg	Survey-Plans					2-lane low-type surfacing
				Right-of-Way					
				Construction	66,000	38,000	28,000		
				Total	66,000	38,000	28,000	5.740	
Requested Revision	5	77 (1)	Scappoose to Spitsenberg	Survey-Plans					2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	66,000	38,000	28,000		
				Total	66,000	38,000	28,000	5.738	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

Recommended for approval ____ District Engineer ____ (date)

Recommended: ____ Division Engineer ____ (date)

Change Requested By ____ State Highway Engineer 2-25-47

Approved: ____ Acting Commissioner ____ (Date)

P-3868

RECEIVED
APR 29 1947
FOR FILING

S-77 (1)

April 26, 1947

J. H. & M. J. Conley
4352 N.E. Royal Court
Portland 13
Oregon

Gentlemen:

We enclose herewith fully executed copies of State Highway Contracts which were awarded to you by the Highway Commission, as follows:

Contract No.2877, covering Mt.Hood Rock Production Project on the Mt.Hood and Wapinitia Highway, in Clackamas, Hood River and Wasco Counties, awarded March 24, 1947.

Contract No.2889, covering Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, in Columbia County, awarded on April 2, 1947.

These copies are for your records and files.

An executed copy of each contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
APR 15 1947
FOR FILING

S-77 (1)

April 7, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 3, 1947, on Contract No. 2089, Spitzenburg-Scappoose Section, in connection with Federal Aid Project No. S-77 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:RM

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NOV 14 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-77 (1)

April 4, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of standard maintenance agreement for Federal Aid Project No. S-77 (1), signed by the Columbia County Court and the State Highway Commission, in which the county agrees to maintain the Pittsburg-Scappoose County Road after the proposed project has been completed.

Also enclosed are four copies of encroachment resolution, adopted by Columbia County, for the same project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

✓ cc Mr. J. W. Nash

Jan

5

RECEIVED
MAY 10 1947
FOR FILING

5-77 (1)

AGENDA
APR [illegible] 1947

April 3, 1947

J. H. & M. J. Cooley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the contract for surfacing and oiling on the Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, in Columbia County. This award was based on your low bid of $56,682.90, using tar, submitted on March 24, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

gr cmprined

SYC

harge to the account of ______________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 3, 1947
9:05 a.m.

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

State Highway Commission awarded you yesterday contract for surfacing and oiling on Spitzenberg-Scappoose Section of Pittsburg-Scappoose County Road, Columbia County, based on your low bid using tar submitted March 24, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ee
Charge

RECEIVED
APR 4 1947
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(24)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA74 DL PD=PORTLAND ORG 2 358P

R H BALDOCK=

1947 APR 2 PM 4 44

:STATE HIGHWAY ENGINEER SM:

=REYOURTEL ALL RIGHTS-OF -WAY AXQUIRED OREGON S-77(1) SPITZENBERG - SCAPPOSE. AS REQUESTED WE HEREBY CONCUR IN AWARD TODAY OF CONTRACT TO J. N. AND M. J. CONLEY LOW BIDDERS USING TAR ALTERNATE:

=T M DAVIS.

S-77(1),

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONCURRENCE REQUESTED IN AWARD TODAY CONTRACT FOR SPITZENBERG-SCAPPOOSE PROJECT TO J. N. AND M. J. CONLEY USING TAR ALTERNATE. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

Charge to the account of ______________________ $ __________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 8, 1947

MR. T. M. DAVIS , DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
801 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

CONCURRENCE REQUESTED IN AWARD TODAY CONTRACT FOR SPITZENBERG-SCAPPOOSE PROJECT TO J. E. AND M. J. CONLEY USING TAR ALTERNATE. ALL RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

5-23
County
(1947)

Salem, Oregon
March 7, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Attached hereto, for the signatures of the State Highway Commission, are seven copies of maintenance agreement which we have secured from Columbia County in connection with the proposed project on the Spitzenberg-Scappoose Section of the Pittsburg-Scappoose County Road, Federal Aid Project No. S-77 (1).

This agreement provides that the county will maintain the section after the project has been completed.

After the agreements have been completed and a copy is ready to be mailed to the county for its records, will you please include the small map which we are attaching. This map shows the alignment of Federal Aid Secondary Highway No. 9, as approved by the Public Roads Administration on February 10, 1947.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

RECEIVED
MAY 13 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

800 BEDELL BUILDING
PORTLAND 5, OREGON

S-77(1)

February 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith for your record is copy of approved Form PR-9 covering minor change requested by you on February 25 for Item 5, Project S-77(1), in the Oregon 1947 Federal Aid Secondary Program.

Inasmuch as your revised 1947 program dated January 27, 1947 has not yet been approved, we revised the project cost data and length in the upper block of the form to agree with the last approved program dated August 7, 1946.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Encl:

RECEIVED
MAR 3 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

PR-9

FWA
PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 25, 1947
(Date)

The following ~~Major~~ minor program change of the individual project is requested:

Oregon
(State)

1947 F. Y. Federal Aid Secondary
(Previous Program)

August 7, 1946
~~[illegible]~~
(Date of Approval)

COUNTY Columbia

FA or FAS Route No. 9

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	5	77 (1)	F.A. Rt. 1 No. of Scappoose to Spitzenberg	Survey-Plans					2-lane low-type surfacing
				Right-of-Way					
				Construction	60,000 ~~[illegible]~~	35,000 ~~[illegible]~~	25,000 ~~[illegible]~~		
				Total	60,000 ~~[illegible]~~	35,000 ~~[illegible]~~	25,000 ~~[illegible]~~	6.0 ~~[illegible]~~	
Requested Revision	5	77 (1)	F.A. Rt. 1 No. of Scappoose to Spitzenberg	Survey-Plans					2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	66,000	38,000	28,000		
				Total	66,000	38,000	28,000	5.740 ~~[illegible]~~	

Program Balance subsequent to approval of this and previously recommended change is: $ 139,702

Reason for Change: To provide higher type surface and also change in project cost data to coincide with revised 1947 program recommended by the District Engineer on 2/5/47.

Recommended for approval: R. H. Baldock
District Engineer
2/27/47
(date)

Approved
[illegible]
[illegible]
Division Engineer
[illegible]
(date)

(Signed) P. E. Anderson, Acting Division Engineer

Change Requested By [illegible]
State Highway Engineer
2-25-47

Approved:
Acting Commissioner
(Date)

P-3968

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MAY 13 1947
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

800 BEDELL BUILDING
PORTLAND 5, OREGON

S-77(1)

February 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-77(1), Spitzenberg - Scappoose Section of the Pittsburg - Scappoose Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have not received an encroachment resolution to cover the short section of the project within the town of Scappoose, which, according to the 1940 census, is incorporated. Please furnish the usual number of copies of such a resolution.

Approved Form PR-9 dated February 25, 1947, covering your requested change in surface type and also changes in other project data is being forwarded under separate cover.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAR 4 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

21-4214 Paint Yaquina Bay Bridge, Newport
Oregon Coast Hwy. 1947

#2890

RECEIVED
OCT 30 1947
FOR FILING

21-4214

Salem, Oregon
October 28,1947

Completed Contract accepted
by Commission.

Mr. G. S. Paxson

Building

Dear Mr. Paxson:

The State Highway Commission, at its meeting on October 21, 1947, accepted contract No. 2890, with L. E. Snell, for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County, completed September 22, 1947.

Very truly yours

Secretary

gl

NOTED ON CARD

10-28-47.gl

RECEIVED
OCT 17 1947
FOR FILING

21-4214

October 16, 1947

New York Casualty Company
Stuart-Cleaver Agency, Agent
106 West 2nd Street
Albany, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2890 for painting the Yaquina Bay Bridge on the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, L. E. Snell, and that final payment in the amount of $4,875.48 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $33,624.00, and that no force account work was performed therein. This contract was completed on September 22, 1947 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held on October 21 and 22.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
10-16-47 g

#1

Form E-1—5M—12-45

31-4214

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21,1947, 19

Section Millican- Brothers

Kind of work Reoiling

Highway Central Oregon

Section prefix 2890-- 9-1115

Contractor Babler Bros

Contract number 2890

Date of contract April 24,1947, 19

Date of completion November 30,1947, 19

Date work started May 20,1947, 19

Estimated date of completion same, 19

Amount of contract $ 168775.

Per cent of time elapsed 58/220 26.4 %

add items 2400.

Estimated cost of completed project, exclusive of engineering $ 171175.

Per cent of contract completed, based on total contract price Drilling shooting &plant erection %

Engineering cost to date, $ 493, 0.3 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The plant setup is slowly taking shape with 3 crushers and 3 bunkers at the site. Heavy equipment is swung into place by the contractors shovel. The contractors estimate as to the beginning of crushing (as of yesterday) was " around the 4th."

Loading and shooting of the easterly end of the drilled area was done Tuesday and Wednesday. The shot indicated clearly that the quarry drilled holes should be spaced close together as the shot broke "big and blocky". Holes had been drilled on 8' centers' which seems to be ttoo far apart for lava rock. The contractor intimated that future drilling would be at closer intervals.

All of the sites are cleared and levels.

Staking of right of way both roadway and sites now underway.

Division Engineer Chandler visited the project on Monday.

NOTED
E. A. PLANE

JUN 23 1947

NOTED
H. W. LIBBY

Signed A. A. Jossen

Address 1290-Wall St BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.1	24.1	
Miles partially completed					
Miles completed					
Total estimated quantities			6500	1530 Tons asphalt 18600 cy min.agg 4500 cy sh.material	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				7	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5					2	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Truck 1 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		. all work this consisted of drilling loading shooting and
Monday	"		plant setup.
Tuesday	clear windy		
Wednesday	clear windy		
Thursday	Unsetted rain		
Friday	" "		
Saturday	Fair		

STATE PRINTING DEPT.

RECEIVED
MAY 10 1947
FOR FILING
21-4214

#2890

April 7, 1947

Mr. L. E. Small
1006 Water Street
Albany, Oregon

Dear Mr. Small:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for painting the Yaquina Bay Bridge on the Oregon Coast Highway at Newport, in Lincoln County. This contract was awarded to you because of the default of the low bidder, Pacific Bridge Painting Company, San Francisco.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. G. S. Paxson
Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

to the account of ____________ $ ____ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☒	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 7, 1947
9:15 a.m.

L. E. Snell
1006 Water Street
Albany, Oregon

The State Highway Commission has today awarded to you the contract for painting the Yaquina Bay Bridge on Oregon Coast Highway at Newport based on bid submitted by you at Highway Commission meeting on March 24, 1947. Contract forms will be forwarded to you shortly for acceptance.

OREGON STATE HIGHWAY COMMISSION
By H. B. Glaisyer, Secretary

[illegible]
Charge

RECEIVED
APR 28 1947
FOR FILING

21-4214

April 26, 1947

L. E. Small
1006 East Water St.
Albany, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of contract No. 2890 which was awarded to you on April 7, 1947 by the State Highway Commission, covering the painting of the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

Recorded
JC

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MAR 27 194
FOR FILING

21-4214

March 26, 1947

Pacific Bridge Painting Co.
624 Sharon Building
San Francisco, California

Gentlemen:

The State Highway Commission on Monday, March 24, awarded you the contract for painting Yaquina Bay Bridge on the Oregon Coast Highway at Newport in Lincoln County. This award was based on your low bid of $14,148.75 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

S-8(3) West Union-Cornelius Pass Sec., 1947
Hillsboro-Cornelius Pass Co. Rd.
#2891

RECEIVED
NOV - 7 1949
FOR FILING

5-8(3)

2891

November 1, 1949

Oregon State Highway Commission

Gentlemen:

The final estimate indicates that the cost of constructing the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road is $205,099.92, which is an overrun of 7.6% of the project authorization of $190,620.38.

The final computations indicate that the major items which overran were as follows:

Crushed Rock Material in Base - - - - - -	$8,000
Extra Work Orders - - - - - - - - - -	7,700

These two items total $15,700, which is slightly more than the actual overrun, but some other items underran, resulting in the net overrun of $14,479.

During the construction of this project, it was necessary to carry traffic through the construction operations on a considerable portion of the section. The traffic included an extremely large amount of log trucks, and during the winter months of 1947 and 1948 the log trucks damaged the newly placed surfacing materials to such an extent that it was necessary to dig out a large number of soft spots, replace surfacing materials, and patch with asphaltic materials. In order to properly reinforce the weakened spots, it was necessary to place additional subbase materials, which caused the overrun of $8,000 in Crushed Rock Material in Base. To dig out all of the soft spots, replace the excavated areas, and patch with asphaltic materials, the cost was $7,700.

Owing to the nature of the construction and the necessity for the maintenance of traffic, we were unable to avoid these additional expenditures. This matter will be on the next agenda, and your approval is requested for the increase in project authorization from $190,620.38 to $205,099.92.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. S. H. Probert
Mr. M. H. Hawke

RECEIVED
SEP 22 1949
FOR FILING

8-8 (3)

2891

September 22, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2891, for grading and surfacing on the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road in Multnomah and Washington Counties, has been completed by the contractor, K. F. Jacobsen & Co.,Inc., and that final payment in the amount of $1,749.96 will be made on or after October 2, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $182,452.86, of which amount $2,605.56 represents force account items. This contract was completed April 30 and accepted by the Commission August 1, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-22-49, gl

RECEIVED
SEP 26 1949
FOR FILING

R.H. Baldock

September 13th, 1949

Contract #2891
West Union-Cornelius Pass

8-8(3)

2891

FINAL COST ANALYSIS

Prefix 226-1076
Hillsboro-Cornelius Pass County Road

K. F. Jacobsen & Co., Contractor
Lowell Johnston, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$6,054.87	$9,000.00
Trench Excavation	1,608	Cu. Yd.	$1.58	$2.00	2,547.48	3,216.00
General Excavation	139,886.6	" "	0.24	0.27	33,530.29	37,769.38
Short Overhaul	307,430	Yd. Sta.	0.013	0.015	3,996.59	4,611.45
Long Overhaul	2,599.5	C-Yd. Sta.	0.039	0.50	1,013.81	1,299.75
Rounding Cutbanks	6,640	Lin. Ft.	0.11	0.12	730.40	796.80
Finishing R/B & Slopes	3.69	Mile	563.43	500.00	2,079.06	1,845.00
8" Perf. Metal Pipe	1,666	Lin. Ft.	1.24	1.50	2,065.84	2,499.00
12" Corr. " "	845	" "	1.65	2.25	1,394.83	1,901.25
18" Concrete Pipe	1,410	" "	2.34	2.75	3,291.09	3,877.50
36" " "	52	" "	5.12	7.50	266.47	39[illegible].00
18" Conc. Pipe, Extra Str.	756	" "	3.23	3.00	2,442.06	2,268.00
Salvaging Culvert Pipe	212	" "	1.36	1.50	288.45	318.00
Rock Bakcfill	300	Cu. Yd.	3.68	4.00	1,104.00	1,200.00
*Spring Bracket Guard Rail with Wood Posts	3,100	Lin. Ft.	2.60	2.60	8,060.00	8,060.00
*Class "A" Concrete in Box Culvert	7.49	Cu. Yd.	55.00	55.00	411.95	411.95
*Metal Reinforcement	988	Lbs.	0.10	0.10	98.80	98.80
*Shoring, Cribbing, Etc.	All				900.00	900.00
*Exc. for Structure	89.3	Cu. Yd.	5.00	5.00	446.50	446.50
*Furnish Untreated Piling	517	Lin. Ft.	0.55	0.55	284.35	284.35
*Drive Piles	20	Each	50.00	50.00	1,000.00	1,000.00
*Class "A" in Structure	93.2	Cu. Yd.	54.00	54.00	5,032.80	5,032.80
*Metal Reinf. in Structure	20,823	Lbs.	0.10	0.10	2,082.30	2,082.30
*Metal Handrail	128	Lin. Ft.	10.00	10.00	1,280.00	1,280.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Ø3"-0" Mat'l. in Base	21,669	Cu. Yd.	$2.05	$2.05	$44,421.45	$44,421.45
Ø3/4"-0" Mat'l. in Base and Shoulders	6,077	" "	2.35	2.35	14,280.95	14,280.95
Sprinkling	580.1	M-Gal.	2.84	2.00	1,647.48	1,160.20
#Preparation of Base	3.69	Mile	175.00	175.00	645.75	645.75
#ØMineral Aggregate	4,537	Cu. Yd.	3.50	3.50	15,879.50	15,879.50
#RC-3 in Seal Coat	59.88	Ton	25.00	25.00	1,497.00	1,497.00
#RT-4 Tar in Binder	98.4	"	20.00	20.00	1,968.00	1,968.00
#RT-9 Tar	292.67	"	23.00	23.00	6,731.41	6,731.41
*PA #1, Class "A" in Stockpass	25.2	Cu. Yd.	67.00	67.00	1,688.40	1,688.40
*PA #1, Metal Reinforcement	2,320	Lbs.	0.11	0.11	255.20	255.20
PA #2, Hand Placed Rock Slope	28.0	Sq. Yd.	4.80	6.00	134.16	168.00
*PA #3, Concrete Step with Handrail	All				150.00	150.00
*PA #4, Conc. Catch Basin	1	Each	100.00	100.00	100.00	100.00
PA #5, Riprap	61.6	Cu. Yd.	4.17	5.00	256.68	308.00
*PA #6, Cement Adjustment	1.88	Bbl.	2.45	2.45	4.61	4.61
Force Account					2,088.00	2,605.56
					$172,150.45	$182,452.86

Gross Revenue	$182,452.86
Total Cost	172,150.45
Net Profit	$ 10,302.41

Net Profit Equals 5.6% of Gross Revenue

* Work done by J.P. Brittan
Ø Work done by E.H. Itchner
# Work done by Harr & Horton

NOTED
State Highway Engineer

West Union-Cornelius Pass

Detail of Cost
Karl F. Jacobsen

Labor:

Supervision	$3,807.29	
Labor	22,210.29	
State Industrial Accident Insurance	707.29	
Unemployment Insurance	637.83	
Social Security	269.90	
		$27,632.60

Materials:

8" Perf. Metal Pipe	1,666 lin. ft.	at $0.93	$1,549.38	
8" Bands	84 each	" 1.36	114.24	
12" Corr. Iron Culv. Pipe	845 lin. ft.	" 1.21	1,022.45	
12" Bands	29 each	" 1.53	44.37	
18" Concrete Culv. Pipe	1,410 lin. ft.	" 1.54	2,171.40	
18" Conc. Culv. Pipe Extra Strength	756 " "	" 2.18	1,648.08	
36" Concrete Culv. Pipe	52 " "	" 3.85	200.20	
Crushed Rock Backfill	300 cu. yd.	" 2.25	675.00	
				7,425.12

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$12,002.50	
" " , Hired	7,755.90	
Gas, Oil & Grease	2,671.11	
Miscellaneous Supplies & Small Tools	2,216.17	
Move In, Freight & Cartage	1,776.77	
Wire Rope	794.60	
Public Liability & Property Damage	552.58	
P.U.C.	35.98	
Bond	1,299.68	
Home Office & General Overhead	2,835.84	
		31,941.13

Payments to J. P. Brittan, Structures Subcontractor:

Class "A" Concrete in Box Culvert	7.49 cu. yd.	at $55.00	$411.95
Metal Reinforcement in Box Culvert	988 lbs.	" 0.10	98.80
Shoring, Cribbing Etc.			900.00
Exc. for Structure	89.3 cu. yd.	" 5.00	446.50
Furnish Untreated Piling	517 lin. ft.	" 0.55	284.35
Drive Piling	20 each	" 50.00	1,000.00
Class "A" Concrete in Structure	93.2 cu. yd.	" 54.00	5,032.80
Metal Reinforcement in Structure	20,823 lbs.	" 0.10	2,082.30
Metal Handrail	128 lin. ft.	" 10.00	1,280.00
PA #1, Class "A" Concrete in Cattlepass	25.2 cu. yd.	" 67.00	1,688.40
PA #1, Metal Reinforcement in Cattlepass	2,320 lbs.	" 0.11	255.20

Payments to J. P. Brittan, Structures Subcontractor (Cont'd):

PA #3 Concrete Steps	All	$150.00	
PA #4, Catch Basin	1 Each	100.00	
PA #6, Cement Adjustment		4.61	
Guard Rail	3,100 lin. ft. at $2.60	8,060.00	
Less Bond		- 100.00	
			$21,694.91

Payments to E. H. Itschner, Crushing Subcontractor:

3"-0" Mat'l. in Base	21,669 cu. yd. at $2.05	$44,421.45	
3/4"-0" Mat'l. in Base and Shoulders	6,077 " " " 2.35	14,280.95	
Mineral Aggregate	4,537 " " " 1.50	6,805.50	
Less Bond		- 355.39	
" Work on Base Rock and Shoulders Performed by Harr & Horton		- 1,380.25	
			63,772.26

Payments to Harr & Horton:

Preparation of Base	3.69 Mile at $175.00	$645.75	
Placing Mineral Aggregate	4,537 cu. yd. at $1.50	6,805.50	
RC-3 in Seal	59.88 Ton " 25.00	1,497.00	
RT-4 Tar	98.4 " " 20.00	1,968.00	
RT-9 "	292.67 " " 23.00	6,731.41	
Placing 3/4"-0" Shoulder Rock	298 cu. yd. " 1.50	447.00	
Force Account		656.52	
Misc. Work on Base Rock for E. H. Itschner		933.25	
			19,684.43
			$172,150.45

West Union-Cornelius Pass
Final Cost Analysis
Harr & Horton, Oiling Subcontractors

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	3.69	Mile	$114.52	$175.00	$422.61	$645.75
Placing Mineral Aggregate	4,537	Cu. Yd.	1.22	1.50	5,535.14	6,805.50
RC-3 in Seal Coat	59.88	Ton	25.19	25.00	1,508.39	1,497.00
RT-4 Tar	98.4	"	21.19	20.00	2,085.10	1,968.00
RT-9 "	292.67	"	23.29	23.00	6,816.28	6,731.41
Place Shoulder Rock	298	Cu. Yd.	1.06	1.50	315.88	447.00
Force Account					520.97	656.52
Misc. Work on Base Rock for E. H. Itschner					844.14	933.25
					$18,048.51	$19,684.43

Gross Revenue	$19,684.43
Total Cost	18,048.51
Net Profit	$ 1,635.92

Net Profit Equals 8.3% of Gross Revenue

Cornelius Pass-West Union
Harr & Horton

Detail of Cost

Labor:				
Supervision			$480.00	
Labor			4,101.63	
State Industrial Accident Insurance			91.63	
Unemployment Insurance			117.05	
Social Security			45.81	
				$4,836.12
Materials:				
RT-4 Tar	98.4 T	at $11.50	$1,131.60	
RT-9 "	292.67 T	" 13.60	3,980.31	
RC-3 Asphalt	59.88 T	" 15.50	928.15	
				6,040.06
Equipment Rental & Miscellaneous Expense:				
Equipment Rental			$2,903.00	
Hired Trucks, Fully Operated			1,813.54	
Gas, Oil & Grease			760.79	
Miscellaneous Supplies & Small Tools			564.10	
Public Liability Insurance			51.01	
Bond			147.63	
Moving & Travel Expense			440.15	
Home Office & General Overhead			492.11	
				7,172.33
Total Cost				$18,048.51

West Union-Cornelius Pass

Remarks:

This contract required the grading, surfacing and oiling of a 3.69-mile section of the Hillsboro-Cornelius Pass County Road. It was bid on March 25th, 1947, awarded on April 7th, and the contractor commenced work on April 21st, 1947. The project was completed on April 30th, 1949.

The grading work was started on July 10th, and continued until September 15th, 1947, when unseasonably early and heavy fall rains caused operations to be suspended until June of 1948. The material was almost all common except for a few hundred yards of rock on the north end of the job. Grading equipment consisted of two D-8 and 18-yard carryall outfits, three 15-yard Tournapulls and two cats and dozers. This equipment was used through the grading season of 1947, and a DW-10 and cat and dozer completed the work in June of 1948.

Concrete structures were subcontracted to J. P. Brittan who used transit mix hauled from Portland. The rock surfacing was subcontracted to E. H. Itschner who set up a plant in his commercial quarry which was situated 0.3 of a mile from the middle of the job. The oiling work was done by Harr & Horton and the tar was transported direct from the Gasco plant, an average distance of 8.0 miles. The oiling was completed on September 13th, 1948. The treated lumber used for the guard rail did not hold paint satisfactorily, and it was repainted during 1949.

The job shows a small profit which could have been improved had the contractor completed all the work in the year 1947.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

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AUG 10 1949
FOR FILING

S-8(3)

2891

516

August 8, 1949

Honorable H. D. Kerkman
County Judge, Washington County
Hillsboro, Oregon

Dear Sir:

This is to advise that Contract No. 2891 for grading and surfacing of the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road in Multnomah and Washington Counties, F.A.S. Highway No. 32, was completed by the contractor April 30, 1949, and accepted by the Highway Commission August 1, 1949.

As the agreement, signed by the County Court and State Highway Commission under dates of December 26, 1946 and March 17, 1947, provides that the County shall maintain that section of the Hillsboro-Cornelius Pass County Road in Washington County which is covered in the contract completed April 30, 1949, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Washington County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

JFH:MG
cc: Mr. J. W. Cattrall
Mr. E. C. Smith
Mr. F. A. Collier
Mr. A. G. Shelton

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8-8 (3)

File

August 8, 1949

Board of County Commissioners
Multnomah County
Portland, Oregon

Gentlemen:

This is to advise that Contract No. 2891 for grading and surfacing of the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road in Multnomah and Washington Counties, F.A.S. Highway No. 32, was completed by the contractor April 30, 1949, and accepted by the Highway Commission August 1, 1949.

As the agreement, signed by the Board of County Commissioners and State Highway Commission under dates of December 24, 1946 and March 17, 1947, provides that the County shall maintain that section of the Hillsboro-Cornelius Pass County Road in Multnomah County which is covered in the contract completed April 30, 1949, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of Multnomah County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JFH:bm

cc: Mr. J. W. Cottrell
Mr. H. G. Smith
Mr. E. A. Collier
Mr. A. G. Skelton

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JUL 6 1949
FOR FILING

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ac 11

July 5, 1949

Wells, Reed and Hutchings
412 Failing Building
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to E. F. Jacobson & Co., Inc., the sum of $4,451.09 in connection with Contract No. 2891 for grading and surfacing on the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Multnomah and Washington Counties. This payment reduces the retained percentage to an amount of $1,000 lump sum. The present payment to the contractor will be made on or after July 15, 1949.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent you because you appear as surety on the bond furnished by the above contractor in connection with this job. Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

eo

NOTED ON CARD

7-5-49
eo

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JUL 6 1949
FOR FILING

S-8(3)

2891

July 5, 1949

K. F. Jacobsen & Co., Inc.
0445 S. W. Porter Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 28, 1949, had under discussion your request for an extension of time of 153 days, from April 30 to September 30, 1949, within which to complete your contract No. 2891 for grading and surfacing on the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Multnomah and Washington Counties.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. E. G. Smith
Mr. A. G. Skelton

NOTED ON CARD
7-1-49
gl

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JUL 5 1949
FOR FILING

8-8(3)

2891

File

July 1, 1949

K. F. Jacobsen & Co., Inc.
0445 S. W. Porter Street
Portland 1, Oregon

Gentlemen:

In a day or two you will receive from our Accounting Division a voucher calling for release of $4,451.09 of the $5,451.09 heretofore retained on the West Union-Cornelius Pass Project, Contract No. 2891.

In connection with this voucher, please understand that the warrant will not be mailed to you until after the Highway Commission meeting scheduled for August 1 and 2.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

cc to A. G. Skelton

RECEIVED
JUL 5 1949
FOR FILING

5-8(3)

2891

File

June 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

On October 25, 1948, we wrote to you advising that work was completed on October 21, 1948, on Contract No. 2891, West Union-Cornelius Pass Section, Project S-8 (3).

Due to scaling of paint on guard rail posts placed under that contract, it was necessary to require a repainting of the posts. The completion date for the contract is, therefore, changed from October 21, 1948, to April 30, 1949.

A report on form PR-47 is being prepared and will be forwarded in a few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/ge

RECEIVED
JUN 24 1949
FOR FILING

8-8 (3)

2891

June 23, 1949

Request for extension of time
No. 6. Last request for
June 27 and 28 meeting.

Oregon State Highway Commission

Gentlemen:

I submit herewith a request of K. F. Jacobsen & Company, Inc., for an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, from April 30, 1949 to September 30, 1949.

This project was completed and opened to traffic in September, 1948, two coats of paint having been placed on all the guardrail on the project. It was anticipated than an additional coat of paint would be required, and, therefore, an extension of time was granted to April 30, 1949, so that the final coat of paint could be placed in seasonal weather.

It now develops that, owing to the scaling of the first coats of paint, it will be necessary to scrape off a considerable amount of the painting and repaint the guardrail. This the contractor has agreed to do, and we recommend that he be granted the additional time extension, as it in no way interferes with the traveling public and causes no expense to the state.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

WCW:RHB:er

RECEIVED
JUN 1 1949
FOR FILING
8-8 (3)
2891

May 31, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, Ore. 8-8 (3), from April 30, 1949 to September 30, 1949 to E. F. Jacobsen Co., Inc., Contractors.

This project has been completed and opened to traffic for a good many months, but the contractor has been unable to complete the painting of guard fence which was required under this contract. The contractor was permitted to substitute treated fencing material for the untreated called for in the plans, and the substitution was made without additional cost to the State. They placed two coats of paint to the guardrail in September 1948. However, during the winter the first two coats scaled badly necessitating a certain amount of scraping and repainting. The contractor wishes to allow additional time for the seasoning and drying of this material before again resuming painting on this type of treated timber.

For this reason I would recommend an extension of time without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
APR 21 1949
FOR FILING

2-8 (3)

April 20, 1949

K. F. Jacobsen & Co.,Inc.
0445 S. W. Porter St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 11, 1949, had under discussion your request for an extension of time of 227 days, from September 15, 1948 to April 30, 1949, within which to complete your contract No. 2891 covering the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road in Multnomah and Washington Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Shelton,
Division Engineer

H. C. Smith

NOTED ON CARD

4-20-49

RECEIVED
MAR 30 1949
FOR FILING

3-8 (3)

2891

March 28, 1949

Request for extension of time
No. 2
April 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith copy of a request for an extension of time from E. F. Jacobson & Co., Inc., on Contract No. 2891, West Union-Cornelius Pass Section on the Hillsboro-Cornelius Pass County Road, from September 15, 1948 to April 30, 1949.

All road work was completed last fall but, because of inclement weather, the contractor was unable to paint guard rails and sight posts until this spring. For this reason I would recommend the extension without penalty, and this recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: W. C. Williams
H. G. Smith

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S-8(3)

2891

File

March 22, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, S-8 (3), from September 15, 1948 to April 30, 1949 to K. F. Jacobsen, Inc., Contractors.

On November 12, 1948 you concurred in an extension of time without penalty to October 31, 1948 on the base that all road work had been done, and the only work remaining was the painting of handrails. Before this request was presented to the Commission for approval, it was determined that the paint work could not be completed satisfactorily until this spring when weather conditions are much more suitable.

I would therefore recommend approval of this extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 12 1949
FOR FILING

S-8 (3)

2891

January 10, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

On October 25, 1948, you were advised that work was completed on the West Union-Cornelius Pass Section in Multnomah and Washington Counties, Contract No. 2891, Federal Aid Project No. S-8 (3).

It is, however, required that the contractor put another coat of paint on the guard rails. Completion date of the project will be revised to completion of this work, which will be done when weather conditions permit. Notification will be sent you when the painting of guard rails has been done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DSP:md

Form E-1-5M-1-48

28(3)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 22, 1948

Section West Union - Cornelius Pass

Kind of work Grading & Bit. Mac. Surfacing

Highway Hillsboro - Cornelius Pass County Road

Section prefix 226-1076

Contractor K.F. Jacobsen & Co., Inc.

Contract number 2891

Date of Contract April 7, 1947

Date of completion Oct. 31, 1947

Date work started April 21, 1947

Estimated date of completion Oct. 21, 1948

Amount of contract $ 175,291.25

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 186,414.18

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 16,092.09, 155 %

Date project was completed Oct. 21, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed the semi-final on the job this week and turned it in to the Division Office on Wednesday, Dec. 22.

H. W. LIBBY

NOTED
H. G. SMITH

NOTED
H. W. LIBBY

Signed

Address Box 4644, Portland, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.69	3.69		3.69	
Miles partially completed	0	0		0	
Miles completed	3.69	3.69		3.69	
Total estimated quantities	139,454.5	27,740		3.69 mi.	
Estimated quantities moved or placed to date	139,454.5	27,740		3.69 mi.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 23 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 19 1948
FOR FILING

28 (3)

2891

November 18, 1948

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to K. F. Jacobsen & Co.,Inc., a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2891 covering the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road in Multnomah and Washington Counties. This payment, which is in the amount of $9,398.81, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,451.09. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

NOTED ON CARD

11-18-48

RECEIVED
NOV 10 1948
FOR FILING
8-8 (3)
2891

November 3, 1948

NOTED
W. C. WILLIAMS

Mr. Frank L. Shull, Chairman
Board of Commissioners
Multnomah County
Portland, Oregon

Dear Sir:

This is to advise that Contract No. 2891 with K. F. Jacobsen Company for grading, surfacing and bituminous macadam of the West Union Cornelius Pass Section of the Cornelius Pass County road, in Washington and Multnomah Counties, FAS Highway No. 32, was completed by the contractor October 21, 1948.

As the agreements signed by the County Court and State Highway Commission under dates of December 24, 1946 and March 17, 1947 provide that the County shall maintain certain sections of the Cornelius Pass County road, which are covered in the contract completed October 21, 1948, we are advising you that the maintenance of this project, as provided in the agreements, is now the responsibility of the County Court of Multnomah County.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
NOV 1948
CONSTRUCTION ENGINEER

Forrest Cooper
Engineer, County and City Relations

JFH:dM
CC: Mr. W. C. Williams
Mr. H. O. Smith
Mr. R. A. Collier
Mr. A. O. Shelton

RECEIVED
FOR FILING
S-8 (3)
2891

October 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, S-8 (3), from September 15, 1948, to October 31, 1948, to E. F. Jacobsen & Co., Inc., contractors.

This section was open to traffic on September 13, but the guardrail was not completed at this time because of the probability of the oil discoloring newly-painted guardrail during oiling operations.

There has been no inconvenience to the traveling public and I would, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 26 1948
FOR FILING

X-8 (3)

2871

October 25, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 21, 1948 on Contract No. 2871, West Union-Cornelius Pass Section in connection with Federal Aid Project No. X-8 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: ~~C. M. Armstrong~~ Forrest Cooper
DBF:MD

RECEIVED
SEP - 1 1948
FOR FILING

8-8 (3)

2891

August 31, 1948

K. F. Jacobsen & Co.,Inc.
0445 S. W. Porter St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 31 days, from August 15 to September 15, 1948, within which to complete your contract No. 2891 covering the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Multnomah and Washington Counties.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
AUG 4 - 1948
FOR FILING

S-8 (2)

2891

August 3, 1948

Oregon State Highway Commission

Extension of time request
No. 11
August 9 and 10 meeting

Gentlemen:

Herewith is a request from K. F. Jacobsen & Co., Inc., for an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, from August 15, 1948 to September 15, 1948.

Due to extremely wet subgrade conditions, we have requested Mr. Jacobsen to defer oiling until the first of August, and, therefore, recommend that the completion date be extended as requested, without penalty.

Mr. T. M. Davis of the Public Roads Administration, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
AUG 2 - 1948
FOR FILING

S-8 (3)

July 30, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, S-8 (3), from August 15, 1948, to September 15, 1948, to K. F. Jacobsen & Co., Inc., Contractors.

Due to extremely wet subgrade conditions, we have requested Mr. Jacobsen to postpone oiling work until the first of August, and, therefore, recommend that the completion date be extended, as requested, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 19 1948
FOR FILING

S-9 (2)

2891

July 13, 1948

K. F. Jacobsen & Co., Inc.
0445 S. W. Porter St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 75 days, from June 1 to August 15, 1948, within which to complete your contract No. 2891, for the West Union-Cornelius Pass Section of the West Union-Cornelius County Road in Multnomah and Washington Counties.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the contract within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cw

cc - A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48 gl

35

RECEIVED
JUN 23 1948
FOR FILING

2-8(3)

2891

June 21, 1948

Oregon State Highway Commission

Request for Extension of Time
No. 5
June 28 and 29 meeting.

Gentlemen:

Herewith a copy of a request from E. F. Jacobsen & Company, Inc., for an extension of time from June 1, 1948, to August 15, 1948, on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road.

Weather conditions during March, April, and May have been so unfavorable that it has been impossible for the contractor to complete his surfacing and bituminous macadam. The subgrade has been so wet that it has been both impracticable and almost impossible to place the necessary surfacing and bituminous macadam.

I recommend that this extension be granted without penalty, which request is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
JUN 17 1948
FOR FILING

S-8(3)

2891

June 15, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, S-8 (3), from June 1, 1948, to August 15, 1948, to K. F. Jacobsen & Company, Inc., contractors.

Weather conditions during March, April, and May have been so unfavorable, it has been impossible for the contractor to complete his grading, surfacing and bituminous macadam. In the past three months, there have not been over two days of favorable weather in succession at any one time.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

RECEIVED
DEC 8 1947
FOR FILING

S-8 (3)

December 4, 1947

K. F. Jacobsen & Co.,Inc.
0445 S. W. Porter St.
Portland 1
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 25, 1947, had under discussion your request for an extension of time of 213 days, from October 31, 1947 to June 1, 1948, within which to complete your contract No. 2891 for the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Multnomah and Washington Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]

cc: A. G. Skelton

NOTED ON CARD

12-4-47

RECEIVED
NOV 13 1947
FOR FILING
5-8(3)

November 10, 1947

Oregon State Highway Commission

Gentlemen:

Enclosed herewith is a request from K. F. Jacobsen & Co., Inc., for an extension of time from October 31, 1947 to June 1, 1948, on the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, Contract No. 2891.

The contractor planned to have all grading and crushing work completed in early October, to be followed immediately with the bituminous macadam. Extraordinarily heavy rains during the month of October made it impossible for the contractor to accomplish the bituminous macadam required and, since this type of work cannot be done except in suitable weather, I recommend the extension be granted without penalty.

This extension is concurred in by T. M. Davis, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
OCT 30 1947
FOR FILING

October 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2891, Hillsboro-Cornelius Pass Section of the West Union-Cornelius Pass County Road, S-8 (3) from October 31, 1947 to June 1, 1948, to K. F. Jacobsen & Co., Inc., contractors.

The contractor attempted to have all grading and crushing completed in early October, and to complete the bituminous macadam immediately thereafter. However, because of unusually heavy rains encountered the first three weeks in October, it was impossible to lay the bituminous macadam this fall.

I would recommend the granting of this extension without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

S-8(3)

July 16, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-8(3)
West Union-Cornelius
Pass

Dear Sir:

We are forwarding herewith for your files and executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 18 1947
OREGON
STATE HIGHWAY COMMISSION

Teon

(Revised 1946)

State Oregon WA8pr 7263

Federal Aid Secondary

Project No. S-2(3)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixteen thousand and 00/100 dollars ($116,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 19[illegible]; Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 553+00 in the SE 1/4 Section 24, T-1-N, R-2-W, W.M. and survey station 713+90 in the SW 1/4 Section 31, T-2-N, R-1-W, W.M. without exception

, length 3.591 miles, in Multnomah & Washington Count/ies being Oregon Federal Aid/Secondary project No. S-8(3), consisting of 3.580 miles of roadway and one bridges, each of more than 20 feet clear span, 0.011 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

VE 1 1947

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixteen thousand and 00/100 dollars ($116,000.00), which does not exceed the authorized Federal pro rata share of one hundred eighty-seven thousand one hundred sixty-two and 25/100 dollars ($187,162.25), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter [illegible], Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

Secretary

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
★ JUL 1 1947 ★
OREGON DISTRICT

RECEIVED
JUN 11 1947
FOR FILING

S-8 (3)

May 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the West Union-Cornelius Pass Section, Project No. S-8 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

JMM:lh

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-8 (3)

WEST UNION-CORNELIUS PASS SECTION
OF THE HILLSBORO-CORNELIUS PASS ROAD
IN WASHINGTON AND MULTNOMAH COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 24, 1947

Roadway (Sta. 333+00 to 713+50)

All Required		Clearing and Grubbing (95%)		$ 8,910.00
1,480	cu. yds.	Trench Excavation, Unclassified	$ 2.00	2,960.00
149,800	cu. yds.	General Excavation, Unclassified	0.27	40,446.00
389,000	yd. sta.	Short Overhaul	0.015	5,835.00
4,300	C-yd. sta.	Long Overhaul	0.50	2,150.00
6,600	lin. ft.	Rounding Cutbanks	0.12	792.00
3.58	miles	Finishing Roadbed and Slopes	500.00	1,790.00
1,300	lin. ft.	8" Perforated Metal Drain Pipe	1.50	1,950.00
300	lin. ft.	12" Corr. Metal Pipe	2.25	675.00
1,200	lin. ft.	18" Concrete Pipe	2.75	3,300.00
50	lin. ft.	36" Concrete Pipe	7.50	375.00
730	lin. ft.	18" Concrete Pipe, Extra Strength	3.00	2,190.00
200	lin. ft.	Salvaging Culvert Pipe	1.50	300.00
280	cu. yds.	Rock or Gravel Backfill in Drains	4.00	1,120.00
4,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.60	10,660.00
8	cu. yds.	Class "A" Concrete in Box Culvert	55.00	440.00
1,000	lbs.	Metal Reinforcement in Box Culvert	0.10	100.00
18,240	cu. yds.	3" - 0" Material in Base	2.05	37,392.00
5,050	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.35	11,867.50
970	M-Gals.	Sprinkling	2.00	1,940.00
3.58	miles	Preparation of Base	175.00	626.50
3,780	cu. yds.	Furnishing and Placing Aggregates	3.50	13,230.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	25.00	1,200.00
82	tons	Furnishing and Placing RT-4 Tar in Binder Course	20.00	1,640.00
282	tons	Furnishing and Placing RT-9 Tar	23.00	6,486.00
			Subtotal	$158,375.00
			10% Engr. & Cont.	15,837.50
			Total	$174,212.50

Structure (Sta. 441+60 to 442+17)

All Required		Shoring, Cribbing, Etc.		$ 900.00
100	cu. yds.	Excavation for Structures	$ 5.00	500.00
10	cu. yds.	Excavation Below Elevations Shown	15.00	150.00
550	lin. ft.	Furnish Untreated Piling	0.55	302.50
20	only	Drive Piles	50.00	1,000.00
100	cu. yds.	Class "A" Concrete in Structures	54.00	5,400.00
22,200	lbs.	Metal Reinforcement in Structure	0.10	2,220.00
130	lin. ft.	Metal Handrail	10.00	1,300.00
		Subtotal		$11,772.50
		10% Engr. & Cont.		1,177.25
		Total		$12,949.75

Length of Roadway	3.580 miles
Length of Structure	.011 mile
Total Length	3.591 miles
Cost per mile, Roadway	$48,662.70

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$174,212.50	$107,974.00	$66,238.50
Bridge	12,949.75	8,026.00	4,923.75
	$187,162.25	$116,000.00	$71,162.25

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
APR 29 1947
FOR FILING

S-8 (3)

April 28, 1947

E. F. Jacobsen & Co., Inc.
0445 S.W. Porter
Portland 1
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2891 which was awarded to you on April 7, 1947 by the State Highway Commission, covering the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Washington and Multnomah Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
APR 30 1947
FOR FILING

S-8 (3)

April 24, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 21, 1947 on Contract No. 2891, West Union-Cornelius Pass Section, in connection with Federal Aid Project No. S-8 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

5

FORM 8-123X 5M 5-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
APR 14 1947
FOR FILING

S-8 (3)

April 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We enclose herewith four copies of signed maintenance agreement for Federal Aid Project No. S-8 (3) in Washington County. This agreement, signed by the proper Washington County officials, provides that the county will maintain, after the proposed project has been completed, the Cornelius Pass Road from a junction with the West Union-Bethany County Road in the SE¼ of Section 14, T. 1 N., R. 2 W., W. M. to the Multnomah-Washington County line, near the southwest corner of Section 6, T. 1 N., R. 1 W., W. M.

Also enclosed are four signed copies of a resolution relative to encroachments and traffic covering the above project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

me

Encl.

cc Mr. J. W. Nash

FORM E-123X 5M 5-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
APR 14 1947
FOR FILING

S-8 (3)

April 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed herewith are four copies of signed maintenance agreement for Federal Aid Project No. S-8 (3) in Multnomah County. This agreement provides that Multnomah County will maintain the Cornelius Pass Road in Multnomah County, from the Multnomah-Washington County line near the southwest corner of Section 6, T. 1 N., R. 1 W., W. M. to a junction with the Skyline Boulevard in the SW¼ of Section 31, T. 2 N., R. 1 W., W. M., after the proposed improvement has been completed.

We are also enclosing four copies of a resolution relative to encroachments and traffic for the same project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

✓ cc Mr. J. W. Nash

RECEIVED
MAY 10 1947
FOR FILING

5-8(3)

April 7, 1947

E. F. Jacobsen Co., Inc.
0445 S. W. Porter Street
Portland 1, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and surfacing and construction of the Rock Creek Bridge on the West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road, in Multnomah and Washington Counties, based on your low bid of $273,291.25, using tar, submitted on March 25, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By: H. B. Glaisyer
Secretary

ec
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

harge to the account of ______________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 7, 1947
3:00 p.m.

K. F. Jacobsen Co., Inc.
0445 S. W. Porter Street
Portland 1, Oregon

State Highway Commission awarded you today contract for West Union-Cornelius Pass Section of the Hillsboro-Cornelius Pass County Road based on your low bid submitted March 25, 1947, using tar. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
APR 8 1947
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

.PRA156 GOVT PD DL=PORTLAND ORG 7 124P 1947 APR 7 PM 3 0

R H BALDOCK=

STATE HIGHWAY ENGINEER

REYOURTEL FOURTH WE HEREBY CONCUR IN AWARD CONTRACT OREGON S-8(3), WEST UNION - CORNELIUS PASS TO K F JACOBSEN CO LOW BIDDERS=

T M DAVIS.

NOTED
H. B. GLAISYER

S-8(3).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

changed to April 7

CONCURRENCE IS REQUESTED IN AWARD TODAY CONTRACT FOR WEST UNION-CORNELIUS PASS PROJECT TO K. F. JACOBSEN CO. ALL REQUIRED RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

7

Charge to the account of ________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 4, 1947

T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

Changed to April 7

CONCURRENCE IS REQUESTED IN AWARD TODAY CONTRACT FOR WEST UNION-CORNELIUS PASS PROJECT TO K. F. JACOBSEN CO. ALL REQUIRED RIGHTS OF WAY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
MAY 13 1947
FOR FILING

S-8 (3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND 8, OREGON

February 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-8(3), the Hillsboro-Cornelius Pass Road in Washington Counties, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The following minor corrections have been noted on the plans:

Previous project on title sheet, ending at Station 138+30, has been changed from FAS 8-A to FAS-8-B.

On Plan Sheet 2, Station 303 of Typical Sections, corrected to 333.

"Treated" has been changed to "Untreated" for the item of furnishing piling on sheet 2 of the engineer's estimate.

For your information and record, we enclose copy of Form PR-9 indicating approval as a minor change for Item 23, project S-8(3), of your revised 1947 Secondary Program dated June 6, 1946. The form, prepared in this office provides addition of the Rock Creek Bridge to the scope of work and also increase of Federal funds to coincide with the last revised program dated January 22, 1947, which has not yet been approved.

RECEIVED
MAR 4 1947
OREGON
STATE HIGHWAY COMMISSION

It will be necessary for us to withhold concurrence in award of this project until right-of-entry has been obtained to all unacquired right-of-way.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Encl:

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION - PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February [illegible]
(Date)

The following ~~major~~ minor program change of the individual project is requested:

Oregon
(State)

1947 F.Y. Federal Aid Secondary Program
(previous Program)

August 7, 1946
(Date of Approval)

COUNTY Washington & Multnomah

~~[illegible]~~ FAS Route No. 32

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed [illegible]
Item as now Programmed	85	S-G(3)	2.5 miles North of Orenco to Skyline Boulevard	Survey-Plans					Gr., Drs., 2-lane intermediate type surfacing.
				Right-of-Way	5,000	2,400	2,600		
				Construction	190,000	110,200	79,800		
				Total	195,000	112,600	82,400	3.66	
Requested Revision	85	S-G(3)	2.5 miles North of Orenco to Skyline Boulevard	Survey-Plans					Gr., Drs., Bridge 2-lane intermediate type surfacing.
				Right-of-Way					
				Construction	196,738	117,000	79,738		
				Total	196,738	117,000	79,738	3.58	

Program Balance subsequent to approval of this and previously recommended changes is: $ ~~[illegible]~~ 202,702.

Reason for Change: To provide for inclusion of the Rock Creek bridge in the description of the scope of work, this having been inadvertently overlooked in preparing the program. Revised Federal funds coincide with revised program recommended February 5, 1947 and T.C. and length with latest State estimate.

Recommended for approval T. M. DAVIS — District Engineer — 2/25/47 (date)

Approved ~~Recommended~~: W. H. LYNCH Division Engr. ~~[illegible]~~ — Feb. 26, 1947 (date)
By John R. Sargent
Sr. Highway Engineer

~~Approved~~ ____________ ~~Acting Commissioner~~ ____________ (date)

P-3868

February 19, 1947

Mr. E. H. Davis
District Engineer
Public Road Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the West Union-Cornelius Pass Section, Project No. S-8 (3).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWM:lh

Oregon State Highway Department

Federal Aid Secondary
Project No. S-8 (3)

WEST UNION-CORNELIUS PASS SECTION
OF THE HILLSBORO-CORNELIUS PASS ROAD
IN WASHINGTON AND MULTNOMAH COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 19, 1947

Roadway (Sta. 333+00 to 713+50)

All Required		Clearing and Grubbing (99%)		$ 4,950.00
1,480	cu. yds.	Trench Excavation, Unclassified	$ 2.50	3,700.00
149,800	cu. yds.	General Excavation, Unclassified	0.30	44,940.00
389,000	yd. sta.	Short Overhaul	0.02	7,780.00
4,300	C-yd. sta.	Long Overhaul	0.50	2,150.00
6,600	lin. ft.	Rounding Cutbanks	0.15	990.00
3.58	miles	Finishing Roadbed and Slopes	500.00	1,790.00
1,300	lin. ft.	8" Perforated Metal Drain Pipe	1.20	1,560.00
300	lin. ft.	12" Corr. Metal Pipe	2.00	600.00
1,200	lin. ft.	18" Concrete Pipe	3.00	3,600.00
50	lin. ft.	36" Concrete Pipe	9.00	450.00
730	lin. ft.	18" Concrete Pipe, Extra Strength	3.50	2,555.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
280	cu. yds.	Rock or Gravel Backfill in Drains	4.00	1,120.00
4,100	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.50	10,250.00
8	cu. yds.	Class "A" Concrete in Box Culvert	60.00	480.00
1,000	lbs.	Metal Reinforcement in Box Culvert	0.12	120.00
18,240	cu. yds.	3" - 0" Material in Base	2.25	41,040.00
5,050	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.25	11,362.50
970	M-gals.	Sprinkling	2.50	2,425.00
3.58	miles	Preparation of Base	200.00	716.00
3,780	cu. yds.	Furnishing and Placing Aggregates	3.50	13,230.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	28.00	1,344.00
68	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	28.00	1,904.00
232	tons	Furnishing and Placing 121-150 Asphalt	28.00	6,496.00

82	tons	Furnishing and Placing RT-4 Tar in Binder Course	24.00	(Alternate)
282	tons	Furnishing and Placing RT-9 Tar	24.00	(Alternate)
		Subtotal		$165,952.50
		10% Engr. & Cont.		16,595.25
		Total		$182,547.75

Structure (Sta. 441+60 to 442+17)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
100	cu. yds.	Excavation for Structures	$ 5.00	500.00
10	cu. yds.	Excavation Below Elevations Shown	10.00	100.00
550	lin. ft.	Furnish ~~Treated~~ untreated Piling	x 0.50	275.00
20	only	Drive Piles	50.00	1,000.00
100	cu. yds.	Class "A" Concrete in Structures	55.00	5,500.00
22,200	lbs.	Metal Reinforcement in Structure	0.10	2,220.00
130	lin. ft.	Metal Handrail	10.00	1,300.00
		Subtotal		$ 12,895.00
		10% Engr. & Cont.		1,289.50
		Total		$ 14,184.50

Length of Roadway	3.580 miles
Length of Structure	0.011 mile
Total Length	3.591 miles
Cost per mile, Roadway	$50,834.79

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$182,547.75	$108,564.00	$73,983.75
Bridge	14,184.50	8,436.00	5,748.50
	$196,732.25	$117,000.00	$79,732.25

WEST UNION-CORNELIUS PASS SECTION

PROJECT NO. S-8 (3)

While negotiations for rights of way are in progress eleven parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed that all necessary rights of way can be made fully available within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 19, 1947

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OCT 29 1947
FOR FILING
S-8(3)

January 23, 1946

Mr. T. W. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of project statement for the Hillsboro-Cornelius Pass Section, Project No. S-8 (Rev.).

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JWM:GS
Encl.

STATE Oregon

PROJECT NO. S-8 (Rev.)
(Not to be filled in)

Form PR. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) January 15, 1946

The Federal Works Administrator,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Federal Works Administrator made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Federal Works Administrator under the provisions of the said Acts.

1. Local name of road Hillsboro-Cornelius Pass Section, Cornelius Pass Road

2. Between control points of official description: F.A. Rt. No. 32 in Hillsboro and F.A. Rt. No. 1 near Holbrook

3. Between intermediate control points if used: and

County of Washington and Multnomah

4. Length in miles (gross) 10.7 (net) 10.7

5. Preliminary estimate of cost: Total, $; section of road to be ~~first~~ next improved, $ 195,000,

of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved:

(*a*) State: Current Income: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
(Amount.) (Source; refer to statute.)

(*b*) County
(Amount.) (Source; refer to statute.)

16—14994

7. Funds for maintenance to be provided by County, from the following
(State or (and) county.)

sources: Chap. 529, laws 1939
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

Hillsboro

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

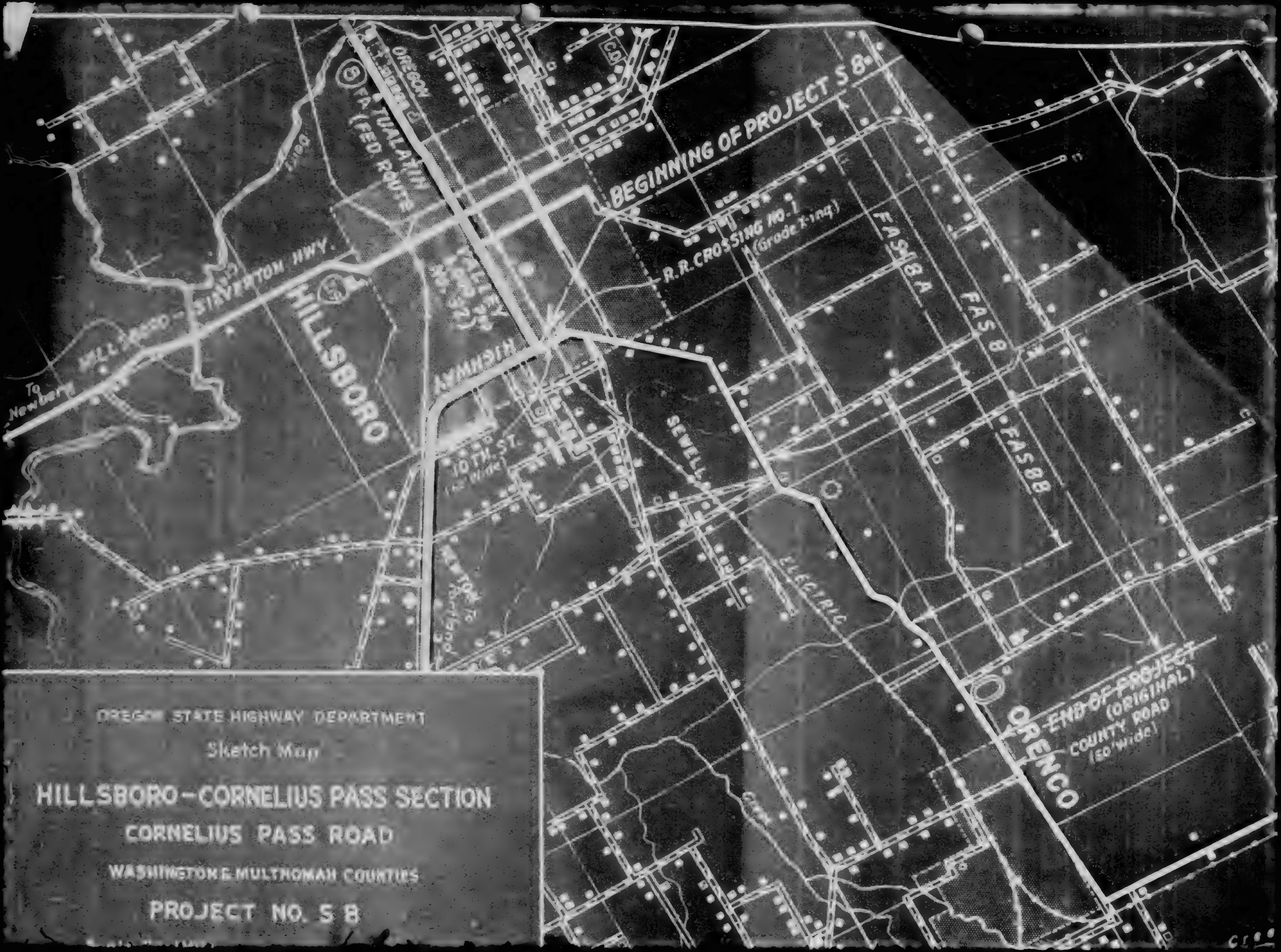
Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)



OREGON STATE HIGHWAY DEPARTMENT

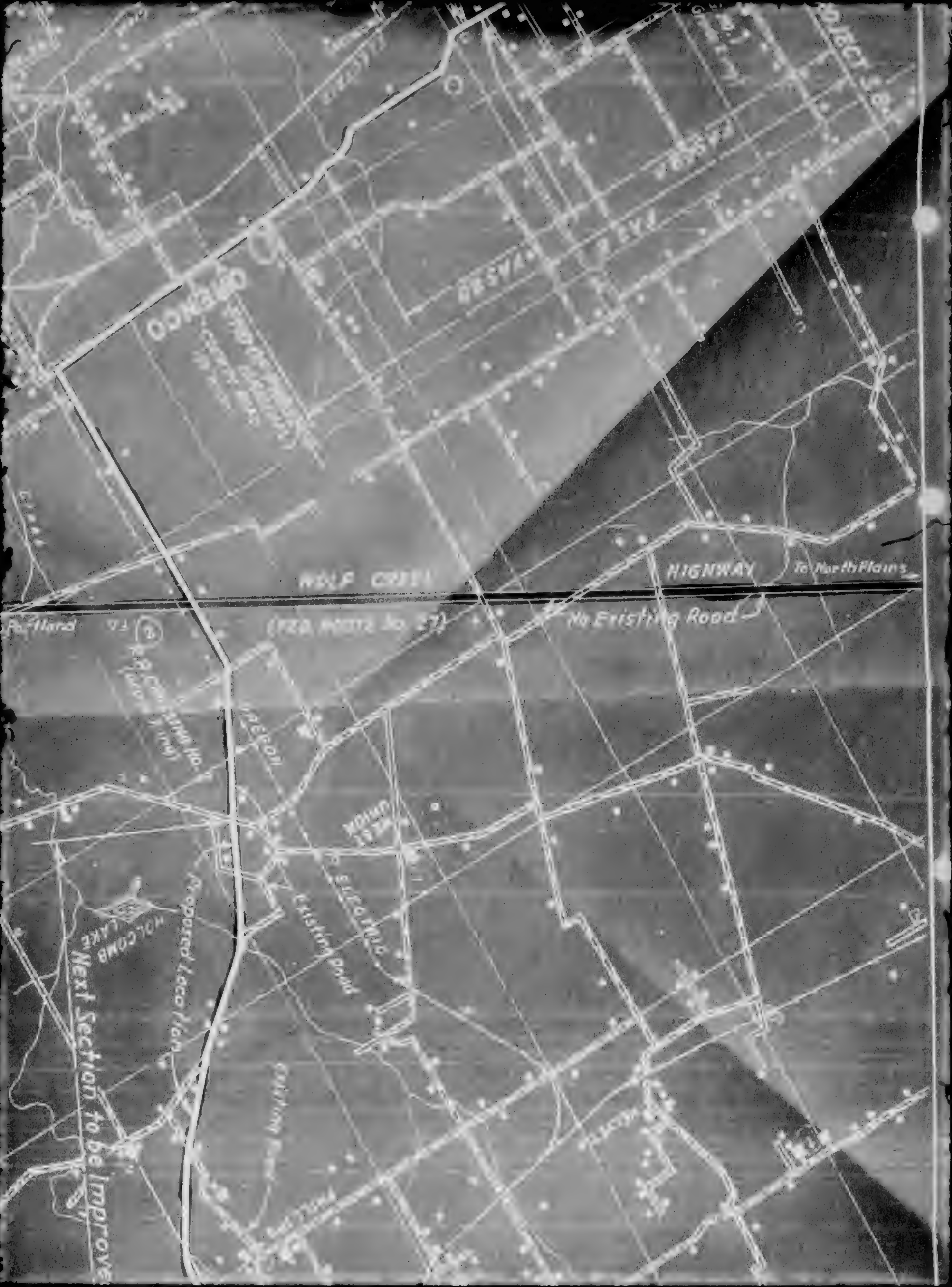
Sketch Map

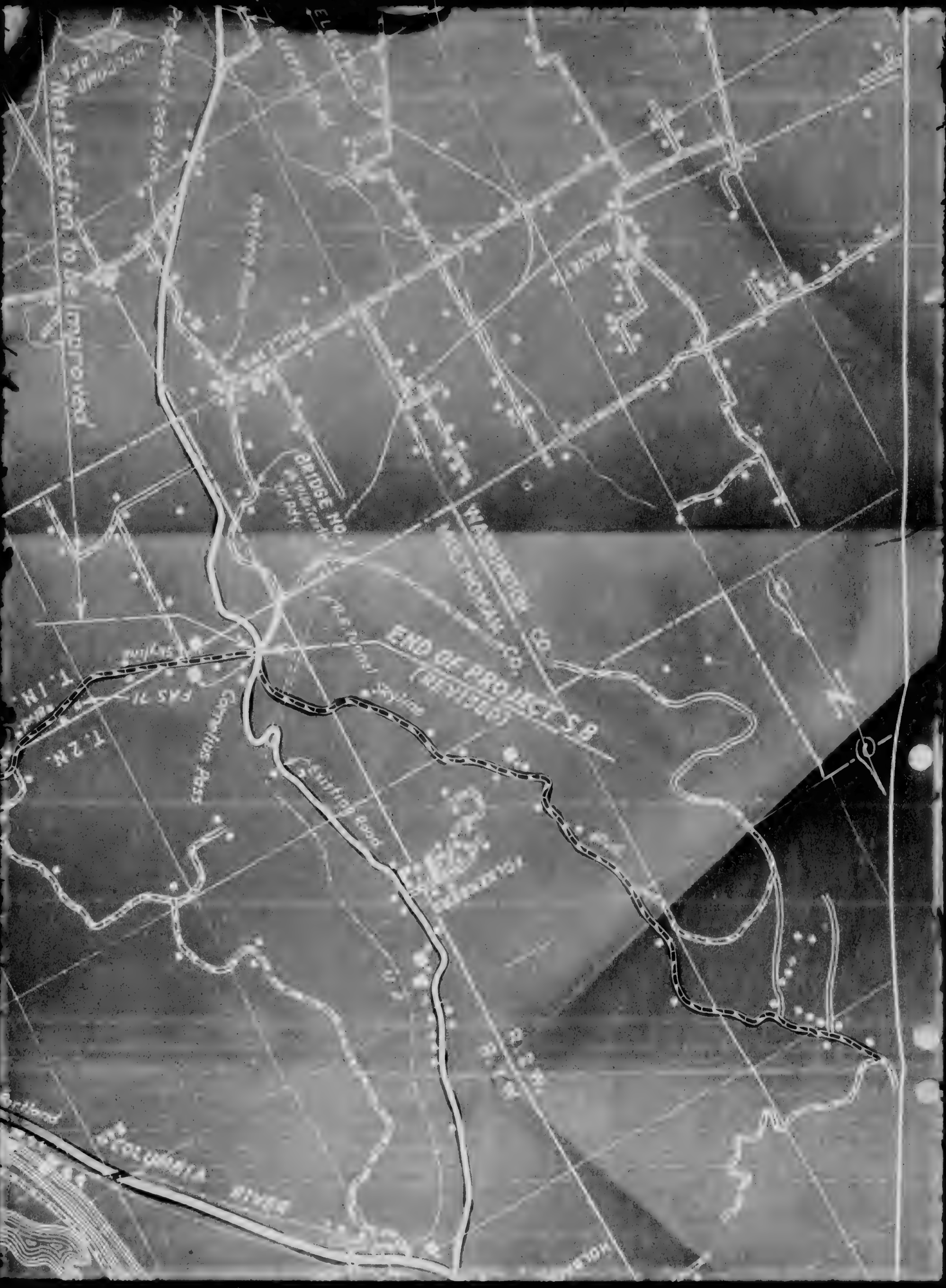
HILLSBORO – CORNELIUS PASS SECTION

CORNELIUS PASS ROAD

WASHINGTON & MULTNOMAH COUNTIES

PROJECT NO. S 8


WOLF CREEK HIGHWAY
To North Plains
To Portland
(FED. ROUTE No. ...)
No Existing Road
ORENCO
HOLCOMB LAKE
Proposed Location
Existing Road
Next Section to be Improved


West Section to be Improved
BRIDGE NO. 1
WASHINGTON CO.
MULTNOMAH CO.
END OF PROJECT S.8 (REVISED)
T. 1 N.
T. 2 N.
FAS 71
Cornelius Pass
Skyline
Germantown Road
Portland
COLUMBIA
RIVER

CO.
CO.
END OF PROJECT S.B.
(REVISED)
R. 2 W.
R. 1 W.
Cornelius Pass
T. 2 N.
T. 1 N.
to be Improved
RIVER

F-186(12) Barnes Rd.-Multnomah Co. 1947
Line Sec., Sunset Hwy. [redacted]
#2892

/

7186 (12)
7186 (13)

2892

OREGON STATE HIGHWAY COMMISSION

May 5, 1950
(Date)

2892	25-final	Porter W. Yett
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
7073	373912	22,660.21	5/5/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

after reading Mr. Glaisyer's note wherein he claimant,
on final release sent us of this contractor & 10-3 phoned
stated that there was dispute bet. ~~mr~~ 950.' & later
Peterkort about his primary claim of investigate his files
Mr. Divers who said he would investigate the claim was
his Secy. P. Welch called me stating contacted H.B.G.
satisfied. or OK and that J.M.D. had should be mailed
& they were coincided that final that Mr. Glaisyer
also Mr. Divers informed me that Mr. Hawdie
~~had~~ told him he had phoned Mr. Hawdie paid
previously telling him the final be
could be released. therefore, this
office is releasing paid today.
aaw

MAY 9 1950

Warrant Mailed: MAY 9 1950
aaw

NOTED ON CARD
5-9-50 gl

OREGON STATE HIGHWAY COMMISSION

May 5, 1950
(Date)

2892	25-final	Porter W. Yett
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
7073	373912	22,660.21	5/5/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1947

ACCOUNTING DIVISION

Completed: July 8, 1949

Contract Accepted: Sep. 21, 1949

Time Extensions: Extended to July 8, 1949 without penalty

Penalties: None of Record

Claims: There is a claim filed against this contract by J. Peterkort for damage to nursery stock in amount of $950 - claim disputed by contractor and Surety Co.

Remarks:

Date: 5-8-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

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APR 24 1950
FOR FILING

7186(12.)+13

April 21, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2892, for work on the Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County, has been completed by the contractor, Porter W. Yett, and that revised final payment in the amount of $22,660.21 will be made on or after May 1, 1950.

There is a claim filed against this job by J. Peterkort for damage to nursery stock, of which you have been previously notified, in the amount of $950.

For your information we wish to advise that the revised total contract amount is $746,668.61, of which amount $1,296.56 represents force account items. This contract was completed July 8 and accepted by the Highway Commission on September 21, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Northwest Branch Office
1411 Fourth Avenue Building
Seattle, Washington
Attn.: Warner M. Bruce, Manager

Tate, Westenfelder & Berg, Inc.

Filed on card

4-21-50 gR

RECEIVED
MAR
FOR FILING

R.H. Baldock
March 6th, 1950

FINAL COST ANALYSIS

Contract No. 2892
Barnes Road-Multnomah County Line

Prefix 34-1053
Sunset Highway

Porter W. Yett, Contractor
A. B. Dean, Resident Engineer

7,186 (12)
7,186 (12)

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*I - Cedar Hills Overcrossing Structures:						
Shoring, Cribbing Etc.	All		$	$	$5,000.00	$5,000.00
Exc. for Bridge Structure	711.64	Cu. Yd.	5.00	5.00	3,558.20	3,558.20
Exc. Below Elev. Shown	149.42	" "	10.00	10.00	1,494.20	1,494.20
Class "A" in Bridge Struct.	904.09	" "	52.90	56.00	47,835.31	50,629.04
Metal Reinforcement	179,326	Lb.	0.10	0.10	17,932.60	17,932.60
PA #1, Finish Underside of Roadway Deck	All				190.00	190.00
*II - Canyon Road Overcrossing:						
Shoring, Cribbing Etc.	All				6,000.00	6,000.00
Exc. for Bridge Struct.	411.72	Cu. Yd.	5.00	5.00	2,058.60	2,058.60
Exc. Below Elev. Shown	176.75	" "	10.00	10.00	1,767.50	1,767.50
Furnish Treated Piling	5,635	Lin. Ft.	1.50	1.50	8,452.50	8,452.50
Drive Piles	175	Each	60.00	60.00	10,500.00	10,500.00
Class "A" Conc. in Struct.	1,055.95	Cu. Yd.	52.85	56.00	55,807.20	59,133.20
Metal Reinforcement	175,338	Lb.	0.10	0.10	17,533.80	17,533.80
Metal Handrail	451	Lin. Ft.	10.00	10.00	4,510.00	4,510.00
III - Grading & Paving:						
ØClearing & Grubbing	All				4,329.67	7,000.00
ØRemoval of Pavement	5,194.83	Sq. Yd.	0.67	0.50	3,485.28	2,597.42
ØStruct. Exc., Unclass.	3,082.76	Cu. Yd.	1.42	4.00	4,380.96	12,331.04
ØTrench " "	1,115.02	" "	2.21	2.00	2,467.41	2,230.04
ØGen. Exc., Loc. "A"	64,520.9	" "	0.34	0.32	21,937.10	20,646.69
Ø " " " "B"	76,647	" "	0.89	0.86	68,463.23	65,916.42
ØShort Overhaul	439,811	Yd. Sta.	0.014	0.015	5,357.16	6,597.17
ØLong "	4,989.8	C-Yd. Sta.	0.39	0.50	1,946.02	2,494.95

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
øRounding Cutbanks	7,087	Lin. Ft.	$0.06	$0.12	$425.95	$850.44
øFinishing Roadbed & Slopes	2.52	Mile	1030.00	650.00	2,595.61	1,638.00
øExc. & Placing Topsoil	10,639	Cu. Yd.	0.79	1.00	8,437.78	10,639.00
øTruck Haul on Topsoil	1,967.3	Yd. Mi.	0.26	0.25	511.50	491.83
ø8" Corr. Metal Drain Pipe	1,406	Lin. Ft.	1.38	1.40	1,946.67	1,968.40
ø18" Corr. Metal Pipe	328	" "	2.95	2.75	966.93	902.00
ø24" " " "	54	" "	4.11	4.00	222.04	216.00
ø48" " " "	58	" "	9.05	10.00	525.06	580.00
ø12" Concrete Pipe	993	" "	1.19	1.35	1,177.55	1,340.55
ø18" " "	162	" "	2.69	2.75	435.45	445.50
ø24" " "	885	" "	3.49	4.20	3,091.49	3,717.00
øSalvaging Culvert Pipe	381	" "	0.62	1.50	233.69	571.50
#Type "A" Manholes	2	Each	300.00	300.00	600.00	600.00
#Concrete Catch Basins	19	"	50.00	60.00	950.00	1,140.00
#Concrete Inlets	31	"	50.00	60.00	1,550.00	1,860.00
#Concrete Curbs	895.1	Cu. Yd.	37.44	45.00	33,508.23	40,279.50
#Concrete Median Strips and Islands	331.74	" "	37.44	45.00	12,420.35	14,928.30
#Spring Bracket Guard Rail W/Wood Posts	360	Lin. Ft.	2.33	2.50	840.22	900.00
#Class "A" Concrete in Pole Foundations	32.72	Cu. Yd.	39.00	60.00	1,276.08	1,963.20
#Lighting Standards in Place	All				8,751.00	8,751.00
#1" Electrical Conduit	4,656	Lin. Ft.	0.50	0.50	2,328.00	2,328.00
#1½" " "	4,662	" "	0.62	0.62	2,890.44	2,890.44
#8 Gage, 6,000 Volt Single Conductor	15,450	" "	0.20	0.20	3,090.00	3,090.00
#8 Twin Gage, 600 Volt Twin Conductor	2,000	" "	0.25	0.25	500.00	500.00
#Time Switch	All				56.00	56.00
#Type "A" Transformer	32	Each	36.00	36.00	1,152.00	1,152.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
#Type "B" Transformer	5	Each	$65.00	$65.00	$325.00	$325.00
# " "C" "	1	"	175.00	175.00	175.00	175.00
# " "D" "	13	"	140.00	140.00	1,820.00	1,820.00
#Type "A" Luminaires	4	"	38.50	38.50	154.00	154.00
# " "B" "	40	"	43.00	43.00	1,720.00	1,720.00
# " "C" "	8	"	42.50	42.50	340.00	340.00
# " "D" "	4	"	45.50	45.50	182.00	182.00
#Construct Recesses for Traffic Control Markers	All				500.00	500.00
#2"-0" Rock in Subbase	35,575	Cu. Yd.	1.92	2.20	68,249.47	82,665.00
#4"-2" " " "	12,627	" "	1.92	2.20	24,218.59	27,779.40
#3/4"-0" in Base & Shldrs.	12,161	" "	1.92	2.50	23,324.80	30,402.50
Ø#Sprinkling	652.4	M-Gal.	3.62	3.00	2,363.21	1,957.20
#Class "B" Asphaltic Conc.	27,989.56	Ton	5.10	6.00	142,321.81	167,937.36
#Preparation of Base	2.52	Mile	55.63	300.00	140.21	756.00
#3/4"-0" Rock in Binder Course	910	Cu. Yd.	3.15	3.00	2,866.83	2,730.00
#RC-3 Asphalt in Binder Course	173.69	Ton	23.70	30.00	4,127.29	5,210.70
PA #2, Cement Adjustment, Favor of State Canyon Road O-Xing	- 64.55	Bbl.		2.45		- 158.15
#PA #3, 5" Copper Pipe	51	Lin. Ft.	3.60	3.60	183.60	183.60
#PA #4, Revise Bracket on Light Standards	All				380.60	380.60
ØPA #5, Extra Exc. for Footpath	737	Cu. Yd.	0.41	0.86	298.17	633.82
#PA #6, Conc. in Retaining Wall	24.54	" "	60.00	72.00	1,472.40	1,766.88
Reinforcing Steel	3,060	Lb.	0.11	0.12	336.60	367.20
#PA #7, 3/4"-0" in Footpaths	17	Cu. Yd.	2.29	2.70	38.85	45.90
Class "B" Asph. Conc. in Footpath	67.55	Ton	9.78	11.00	660.74	743.05

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
ØPA #8, 8" Conc. Pipe	1,563	Lin. Ft.	$0.78	$1.30	$1,219.99	$2,031.90
#PA #9, Cement Adjustment in Favor of State Cedar Hills O-Xing	- 33.25	Bbl.		2.45		- 81.46
#PA #10, Clearing & Grubbing	All				91.19	110.00
Trench Excavation	8.61	Cu. Yd.	2.36	4.00	20.39	34.44
General "	2,068.3	" "	0.50	0.75	1,041.98	1,551.23
24" Corr. Metal Pipe	22	Lin. Ft.	6.02	6.00	132.53	132.00
2"-0" Crushed Rock	174	Cu. Yd.	1.98	2.20	344.74	382.80
PA #11, Cement Adjustment in Favor of State Curbs, Median Strips, Pole Foundations and Retaining Wall	- 6.74	Bbl.		2.45		- 16.51
ØForce Account					1,253.40	1,296.56
					$666,792.17	$746,430.05

* Work subcontracted to Birkemeier & Saremal.
Ø " " " K. F. Jacobsen.
" handled by Porter Yett.

	Gross Revenue	Total Cost	Net Profit	% Net Profit
Porter W. Yett	$599,290.82	$529,195.61	$70,095.21	11.7% of Gross Revenue
K. F. Jacobsen	147,139.23	137,596.56	9,542.67	6.5% " " "
	$746,430.05	$666,792.17	$79,637.88	10.7% " " "

Barnes Road-Multnomah County Line

Detail of Cost
Porter W. Yett

Labor:

Supervision	$3,786.75	
Labor	15,066.20	
Labor Insurance	1,131.18	
		$19,984.13

Material:

2"-0" Cr. Rock f.o.b. Heaton Quarry	35,749	cu. yd.	at	$0.65	$23,236.85	
4"-2" " " " "	12,627	" "	"	0.65	8,207.55	
3/4"-0" Cr. Rock " "	13,088	" "	"	0.65	8,507.20	
Class "B" Asphaltic Concrete f.o.b. Beaverton Plant	28,057.11	tons	"	4.00	112,228.44	
RC-3 Asphalt	173.69	"	"	15.50	2,692.19	
24" Corr. Metal Pipe	22	lin. ft.	"	4.25	93.50	
24" Band	1	each	"	1.80	1.80	
Guard Rail Materials					459.40	
						155,426.93

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$15,854.00	
Hired Equipment	3,400.75	
Hired Trucks, Including Drivers	53,318.60	
Gas, Oil & Grease	3,827.00	
Move In, Freight & Cartage	767.20	
Miscellaneous Supplies & Small Tools	1,577.41	
P.U.C.'s	1,764.99	
Public Liability & Property Damage	471.90	
Bond	4,366.46	
Home Office & General Overhead	9,586.03	
		94,934.34

Payments to Birkemeier & Saremal, Subcontractors on Structures:

I - Cedar Hills Overcrossing Structures (All Items)	$76,010.31	
II - Canyon Road Overcrossing Structure (All Items)	106,629.60	
		182,639.91

Payments to Ben Huenergard & Son for Work on Electrical Items	23,596.64
Payments to Perkins Bros. for Miscellaneous Concrete Work	52,613.66
Porter Yett - Total Cost	$529,195.61

Barnes Road-Mult. Co. Line

Detail of Cost
K. F. Jacobsen

Labor:

Supervision	$5,106.52	
Labor	45,284.56	
Labor Insurance	2,763.36	
		$53,154.44

Materials:

8" Conc. Drain Tile	2,113	lin. ft.	at $0.25	$528.25	
8" Perf. Corr. Metal Pipe	1,406	" "	" 0.88	1,237.28	
18" Corr. Metal Pipe	328	" "	" 1.74	570.72	
24" " " "	54	" "	" 2.70	145.80	
48" " " "	58	" "	" 7.00	406.00	
8" Bands	70	each	" 1.36	95.20	
18" "	16	"	" 2.55	40.80	
24" "	2	"	" 3.20	6.40	
48" "	2	"	" 6.80	13.60	
12" Concrete Culvert Pipe	993	lin. ft.	" 0.75	744.75	
18" " " "	162	" "	" 1.54	249.48	
24" " " "	885	" "	" 2.14	1,893.90	
Sand Backfill	84	cu. yd.	" 1.75	147.00	
					6,079.18

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$27,210.00	
" " , Hired	13,701.59	
Hired Trucks, Not Including Operators	13,702.99	
Gas, Oil & Grease	4,401.67	
Freight & Cartage	2,979.69	
Miscellaneous Supplies & Drill Steel	3,294.12	
Explosives	1,872.03	
Public Liability & Property Damage	1,012.81	
Wire Rope	1,819.22	
Barricades	107.21	
P.U.C.'s	23.23	
Bond	1,069.72	
Office & General Overhead	7,168.66	
		78,362.94

K. F. Jacobsen - Total Cost $137,596.56

Barnes Road-Multnomah Co. Line

Remarks:

This contract required the rock surfacing and paving with asphaltic concrete of a 2.52-mile section of the Sunset Highway and two concrete grade separation structures. The project was bid on March 25th, 1947, awarded on April 12th, and the contractor started the work on April 27th, 1947. The project was completed on November 30th, 1949.

The structures were subcontracted to Birkemeier & Saremal who used Transit Mix concrete purchased from Ross Island.

The main part of the excavation had been performed by W.P.A. forces before the war, and the required grading on the contract consisted mainly of widening existing cuts and fills and building connections. The work was divided into Location "A", which was mostly common material, and Location "B", which was about 70% solid which broke large on the initial shots and required considerable reshooting. Common material was moved with three D-8 cats and scrapers and three Tournapulls, and a 1-3/4-yard shovel loaded the rock into 6-yard hired trucks. A considerable amount of hired equipment was used at various times on excavation items. Low production and an unduly high cost of sloping in comparison with the yardage, due to the widening of the existing cuts, combined to cause a loss on the general excavation items. However, the subcontractor had favorable prices on his other items such as clearing, topsoil and pipe, which gave him a small profit on his total work.

The prime contractor secured all the crushed rock used on the job from his commercial plant at the Heaton quarry, with an average haul of 9.0 miles. Asphaltic concrete was produced at his 2,000-lb. batch plant situated at Beaverton and hauled an average of 3.2 miles to the job; 27,989 tons were placed in 375 hours, at an average of 75 tons per hour. The material was spread with a Barber-Greene paver and the street crew consisted of 7 men. Due to the low production cost at his commercial crushing plant, the contractor was able to provide the crushed rock and plant aggregate at a very low price to the job, and consequently the surfacing items show a good profit. The contractor also had the work on a large contract adjacent to this project, as well as a very considerable amount of private work in the vicinity, which reduced move in and overhead costs on this contract.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JAN - 4 1950
FOR FILING

7-186(12) 7-186(12)
2892

File

December 30, 1949

Haenergard Electric Company
225 Henry Building
Portland 4, Oregon

Gentlemen:

In regard to final payment to contractor Porter W. Yett under his contract for work on the Barnes Road-Multnomah County Line Section of the Sunset Highway, Contract No. 2892, we find that the final voucher or statement of account was sent to Mr. Yett for acceptance on November 14.

Mr. Yett's acceptance is required before final payment can be made. His acceptance has not yet been received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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NOV 22 1949
FOR FILING

7-196(12)F 186-(13)

2892

November 21, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 2892, for work on the Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $22,421.65 is ready to be made on or after December 1, 1949.

There is a claim filed against this project by Mr. J. Peterkort, of which you have been previously notified, for damage to nursery stock amounting to $950. On account of this claim we have been instructed by Mr. Devers, the Commission's Chief Counsel, to withhold payment of the final warrant until further advised by him.

For your information we wish to advise that the total contract amount is $746,430.05, of which amount $1,296.56 represents force account items. This contract was completed July 8 and accepted by the Highway Commission September 21, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Tate, Westerfelder & Berg, Inc.

Mr. Porter W. Yett

Mr. W. H. [illegible]

NOTED ON CARD

11-21-49

8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 18, 1949

Mr. Porter W. Yett, Contractor
6500 N.E. Ainsworth Street
Portland 13, Oregon

NOTED
H. B. GLAISYER

Peterkort claim for damages

Dear Mr. Yett:

There is still unsettled the claim of J. Peterkort for damage which he he says he sustained in connection with your operations when dust raised by your equipment was thrown on some of his choice flowers. You are familiar with the claim.

I am advised by the Secretary of the Commission that the job is completed and in line for final payment except with respect to this claim. I am advised also that the Secretary took the matter up with your bonding company to ascertain whether or not payment may be made, notwithstanding this outstanding claim, and I understand the bonding company has refused to assume any responsibility with respect to the claim.

The Commission can not in this or other like matters sit as a judge or jury to pass upon the merits of this claim, and in other instances has withheld from the final settlement with the contractor sufficient funds to protect the State in the event action were instituted against the State or its Highway Commission.

I understand that you have denied liability with respect to the claim and that your bonding company does likewise. There was a case prosecuted in one state against the Highway Department for damages arising in a similar manner, and the Supreme Court in that state held against the department.

I would like to have some statement from you or some suggestion as to how final settlement may be made with respect to your contract and at the same time amply protect the State and its Highway Commission.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH
CC - H. B. Glaisyer

note on card

NOTED ON CARD
11-18-49

RECEIVED
OCT 4 1949
FOR FILING

7-186 (12)
7-186 (13)
2892

October 4, 1949

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 288 days, from September 30, 1948 to July 15, 1949, within which to complete your contract No. 2892 covering the Barnes Road-Multnomah County Line Section in Washington County.

I am pleased to inform you that the Commission granted you an extension of time, without penalty, to July 8, 1949 which is the completion date of the project. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. T. Young,
Ass't. Division Engineer

E. G. Smith

NOTED ON CARD
10-4-49 gc

RECEIVED
SEP 29 1949
FOR FILING

7186(12) & 7186(13)

2892

September 28, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Porter W. Yett, on contract No. 2892, covering paving and structures on the Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County. This payment, in the amount of $4,657.38, will be made on or after October 8, 1949. The retained percentage is $22,392.01.

A claim was made against this project by Mr. J. Peterkort, for damages to nursery stock in the amount of $950.00, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner H. Bruce, Manager
1411 Fourth Avenue Bldg.
Seattle, Wash.

Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

9-27-49 JC

FORM E-133X 15M 5-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

[illegible]

[illegible]

September 9, 1949

Request for extension of time
No. 14
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. 2892, Barnes Road-Multnomah County Line Section of the Sunset Highway, from September 30, 1948 to July 15, 1949.

The contractor was delayed considerably in his paving operations because of inclement weather, and further delays were caused by the failure of the public utility companies to properly reconstruct their facilities in advance of operations.

The contractor has requested an extension to July 15, 1949, but, since he completed the project on July 8, I recommend an extension to that date without penalty. Mr. T. H. Davis of the Bureau of Public Roads concurs in the recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams ✓
H. G. Smith

RECEIVED
SEP 9 1949
FOR FILING

7-186 (12) 7-186 (13)

2892

File

August 31, 1949

Mr. V. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2892, Barnes Road-Multnomah County Line Section of the Sunset Highway, Ore. 186 (12) (13) from September 30, 1948 to July 8, 1949 to Porter W. Yett, Contractor.

The contractor was delayed considerably with his paving operations because of inclement weather, and further delays were caused by the failure of the Public Utility Companies to properly reconstruct their facilities in advance of operations. The contractor has requested an extension of time to July 15, 1949, but the project was completed on July 8, 1949.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 25 1949
FOR FILING

F-186 (12)
(13)
2892

File

July 22, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 8, 1949 on Contract No. 2892, Barnes Road-Multnomah County Line Section in connection with Federal Aid Project No. F-186 (12), F-186 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

BP:md
cc: John Cattrall

Form E-1—5M—1-48

7186 (12)
186 (13)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 10th, 1949

Section Barnes Road - Multnomah County Line

Kind of work Grading, Paving and Structures

Highway Sunset

Section prefix 34-1053

Contractor Porter W. Yett

Contract number 2892

Date of contract April 12th, 1947

Date of completion November 30th, 1949

Date work started April 27th, 1947

Estimated date of completion March 30th, 1949

Amount of contract $ 724,753.00

Per cent of time elapsed Over 100 % %

Estimated cost of completed project, exclusive of engineering $ 740,000.00

Per cent of contract completed, based on total contract price 99.9 %

Engineering cost to date $ 45,100.00, 105 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Working on Semi-Final Estimate.

NOTED
H. G. SMITH

Signed A B Dean Res. Engr

Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.52	2.52			2.52
Miles partially completed					
Miles completed	2.52	2.52			2.52
Total estimated quantities	154,000 CY	62,000 CY			28,500 Tons
Estimated quantities moved or placed to date	154,000 "	62,000 "			28,500 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUN 15 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 22 1949
FOR FILING

7126-1[illegible]

2892

June 21, 1949

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This is to advise you of the intention of the State Highway Commission to release to Porter W. Yett a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2892 covering the Barnes Road-Multnomah County Line Section of Sunset Highway in Washington County. This payment, which is in the amount of $32,163.53, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $22,192.87. The present payment to the contractor will be made on or after July 1, 1949.

There is a claim filed against this project by Mr. J. Peterkort for damage to nursery stock (delphinium), in the amount of $950.00, of which you have been previously notified.

This notice is being sent to you because you appear as surety on the bond furnished by the above contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Continental Casualty Co.
Mr. Warner M. Bruse, Manager
1411 Fourth Ave. Bldg.
Seattle, Washington

NOTED ON CARD

6-21-49

Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

7154 (12)-(13)

2892

November 26, 1948

Mr. [illegible]
[illegible]
as claim [illegible]

Great American Indemnity Company
Oregon Claim Department
409 Failing Building
Portland 4, Oregon

. 289

Gentlemen:

We would appreciate very much an answer to our letter of October twentieth relating to the claim of J. Peterkort against Porter W. Yett and Karl Jacobsen in connection with Highway Construction Contract No. 2892.

We have some unfinished right of way negotiations with Mr. Peterkort and we cannot consummate this acquisition until the claim which Mr. Peterkort has against these contractors is disposed of.

We would appreciate your immediate attention to this matter.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:avh
cc - S. H. Probert

H. B. Glaisyer

NOTED

11-26-48, g.e.

REFERRED TO
BY SECRETARY

[illegible]

[illegible] other data
obtained from
[illegible] dt.

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NOV 19 1948
FOR FILING
FORM E-30 25M 5-46

F-186(12)
F-186(12)
- 4/2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

For your information concerning the private road which Porter Yett is obligated to repair, I am passing on to you a copy of a letter I received today from Mr. Kaufman of the Kaufman Mortgage Company.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

Enc.

COPY

KAUFMAN MORTGAGE COMPANY

U.S. NATIONAL BANK BLDG.
PORTLAND 4, OREGON

Mr. J.M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Re: R 1352A - E. F. Flinn

Dear Mr. Devers:

I wish to acknowledge receipt of and to thank you for your letter of the 16th concerning the Flinn matter.

I greatly appreciate the method in which this matter has been handled and I assure you that I shall be most happy to reciprocate whenever the occasion affords.

Very truly yours,

KAUFMAN MORTGAGE COMPANY
(s) K. C. Kaufman
K. C. KAUFMAN

KCK:vb
11/17/48

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F-186(13)
247

850W.

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Mr Devers
We will pave
the road - State
to pay half cost.
WCW

Dear Sir:

In regard to Record of Assignment #850, W.C.W., regarding the hauling road through the Flynn property adjacent to the Sunset Highway west of its intersection with the Tualatin Highway.

Mr. Yett expects and has promised to put this road in its original condition with an oil surface, but Mrs. Flynn demands it be paved. Yet offers to do this if we will pay half the cost, which is estimated to be $120.00.

I discussed this with Mr. Neuner and he recommends we do this to keep our good relations with the Kaufman Mortgage Company and, therefore, I have authorized Mr. Skelton to include half the tonnage in the estimate.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

cc to: A. G. Skelton

NOTED
W. C. WILLIAMS

ASSIGNMENT

No. 880
2034

DESCRIPTION: Letter of 10-27-48 to Mr. Devers from Kaufman Mortgage Company, re private road used by Porter Yett in connection with his contract on Canyon Road bridge.

DATE: 10-29-48

ASSIGNED TO: H. G. Smith

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☐ ________________________________

REPORT RECEIVED: 11-15-48

REMARKS:

FORM E-30 25M 8-46 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1948

SUBJECT:

To:
W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

There has been some discussion between the Highway Department and Mr. Kaufman, representing the Kaufman Mortgage Co., which discussion involves a private road which was used by Porter Yett in connection with his contract with the Highway Commission for work which he did on the Canyon Road bridge.

It seems that this private road, while used with consent of the owner, was left in bad condition. I do not think there is any question about the obligation of the contractor to restore the road, and I understands he intends to. There is some question now as to whether that restoration should be limited to merely reconditioning and oiling, or whether these people are entitled to a resurfacing job.

They were terribly inconvenienced during these operations, and as far as I can understand both the contractor and the State were accommodated and materially aided in their work. If the contractor is obligated only to recondition and oil the road it seems to me that in recognition of the benefits the State received we could easily carry the expense of a better surfacing.

I am passing this on to you for such consideration as you think it merits.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

Enc.

C
O
P
Y

KAUFMAN MORTGAGE CO.
U. S. National Bank Bldg.
Portland 4, Oregon

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Re: R 1352A - E. F. Flinn

Dear Mr. Devers:

Quite some time ago we had some correspondence relative to repairs to the road used by Porter Yett and the Highway Commission workmen in building the new bridge just off Canyon Road. Before this work was started a Mr. Miller, who, I believe, is an employee of Porter Yett contacted the Flinns and promised them that if they were to be allowed to use this road that they would blacktop it when they got through.

It then appeared that a number of other people were using it and there was just some doubt as to the responsibility of these people for the work which resulted in my writing you previously. It seems that all of the work on the bridge is pretty well over now and Mr. Miller has told the Flinns that he still wants to blacktop this road for them but that some of the other men in authority, presumably with the Highway Commission, want to simply oil it.

The Flinns endured a lot of unpleasantness and dust and noise and were mighty decent about it and I feel that the job of cleaning up should be Al and I will appreciate your instructing the men in your Department along those lines.

Very truly yours,

KAUFMAN MORTGAGE COMPANY

(s) K. C. Kaufman

K. C. KAUFMAN

KCK:vb
10/27/48
cc: E. F. Flinn

RECEIVED
OCT 2
FOR FILING
F181 (12) F186 (13)

2892

October 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2892, Barnes Road-Multnomah County Line Section of the Sunset Highway, F-186 (12) (13), from September 30, 1948, to November 30, 1948, to Porter W. Yett, contractor.

Due to unfavorable weather conditions and delays encountered because of interference brought about by the readjustment of telephone cables by the Pacific Telegraph and Telephone Company, the contractor was unavoidably delayed. This section has been open to traffic since the forepart of October, and there has been no inconvenience to the travelling public.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
AUG 31 194
FOR FILING

FORM [illegible] REVISED 10-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

IN REPLY PLEASE
REFER TO FILE NO

F.186/12 V1

#2892

August 24, 1948

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland, Oregon

Dear Sir:

Mr. Baldock has requested me to solicit your full support in completing as early as possible the grading and paving of the Sunset Highway connection to the Tualatin Valley Highway.

Yesterday I was advised by Assistant State Highway Engineer, W. C. Williams, that you have agreed with him to rock and pave the west bound leg immediately following the completion of the grading work by sub-contractor, Jacobsen Construction Company. With this in mind, we have instructed Mr. Jacobsen to proceed at once in an effort to have the grade ready for rocking not later than August 27th. Rock base with prime coat should be placed the 27th and 28th, and the pavement laid the following Monday.

Two way traffic will then be routed over the west leg, and the work of preparing the east bound leg should be pushed as rapidly as possible after that time. Much of the time the grading and paving work is being carried on, traffic will be confined to one lane in each direction, therefore, it is desirable to complete the entire operation as quickly as possible.

Your full cooperation in the above program will be greatly appreciated.

Yours very truly,

F. T. Young

F. T. YOUNG
Assistant Division Engineer

FTY:w
cc: R. H. Baldock
W. C. Williams
H. G. Smith

A. B. Dean
Karl Jacobsen

RECEIVED
JUL 19 1948
FOR FILING

7186 (12)
7186 (13)
2892

July 13, 1948

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 303 days, from November 30, 1947 to September 30, 1948, within which to complete your contract No. 2892, for the grading, paving and structures on the Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cw

cc - A. C. Skelton
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48 gl

RECEIVED
JUN 22 1948
FOR FILING

F186-(12)
F186 (13)
2792

June 16, 1948

Oregon State Highway Commission

Request for Extension of Time
No. 3
June 28 and 29 meetings.

Gentlemen:

Attached hereto is a copy of a request from Mr. Porter W. Yett, contractor, for an extension of time on contract No. 2792, Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County.

The lack of materials and labor in sufficient quantities to complete the underpass and structures on this project have delayed the surfacing and paving which necessarily are part of the contract. Also, extremely wet weather during the Fall and Spring of 1947 delayed the grading operations on this project.

I recommend this extension be granted without penalty, and this recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

RECEIVED
MAY 25
FOR FILING
F-186(12)
F-186(13)
2872

May 20, 1948.

files

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of May 17th requesting concurrence in an extension of time from November 30, 1947 to September 30, 1948 to Porter W. Yett, contractor on Oregon Federal Aid Project F-186(12) and (13), Barnes Road - Multnomah County Line Section of the Sunset Highway.

Due to the reasons advanced and also to the fact that the weather to date this year has been so unfavorable as to prohibit construction on this project, we will recommend for approval the extension, without penalty, as requested. However, your attention is called to the penultimate paragraph of your letter which we do not believe is germane to the extension since all uncompleted work is under contract to Mr. Yett.

Very truly yours,

T. M. DAVIS
District Engineer.

Original to H. G. Smith

RECEIVED
MAY 19 1948
FOR FILING

F-186 (12)
F-186 (13)

May 17, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2892, Barnes Road-Multnomah County Line Section of the Sunset Highway, FA-186 (12) (13), from November 30, 1947, to September 30, 1948, to Porter W. Yett, contractor.

The lack of materials and labor in sufficient quantities to complete the underpass and structures on this project in sufficient time to permit the grading and surfacing work adjacent to the structures to be completed before winter weather conditions prevailed, caused the contractor to be held up to a considerable extent. Also, extremely wet weather during the Fall and Spring of 1947 greatly delayed the grading operations on the balance of the project.

Due to the fact that other portions of this highway will not be completed prior to this contract, there will be no delay to the traveling public by virtue of this contract not being completed by September 30.

I would, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith

RECEIVED
MAR 24 1948
FOR FILING

F-186(12)

F-186(12)

March 23, 1948

Portland General Electric Company
602 Electric Building
Portland 5, Oregon

Attention: Mr. Jarrett

Gentlemen:

Pursuant to the request of Mr. Porter W. Yett, Contractor on State Highway 2892, Barnes Road-Multnomah County Line Section of the Sunset Highway in Washington County, we are mailing herewith three sheets of lighting details on this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

DBP:nd

P. S. Please check these sheets with Resident Engineer, Mr. A. B. Dean, Portland Highway office, for any changes in proposed construction subsequent to drawing the plans.

S. E. P.

—ROCKY POINT, OREGO
SHIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6800 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

March 22, 1948

Mr. S. H. Probert, Office Engineer,
Oregon State Highway Department
Salem, Oregon

Dear Mr. Probert:

We have received a request from the Portland General Electric Company for a set of drawings of the lighting details and electric circuit series plans on Contract #2892, Barnes Road-Multnomah County Line Section, Sunset Highway, Washington County, Oregon.

As we do not have an extra set of drawings of #2892, we are referring their request to you and ask that you forward a set of the drawings and specifications as per their request. Information is to be sent to the attention of Mr. Jarrett, Portland General Electric Company, 602 Electric Building, Portland 5.

Very truly yours,

PORTER W. YETT

By B. I Christensen
Sec.

bc/

cc: Ben Huenergard & Son

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

RECEIVED
MAR 23 1948
FOR FILING

F-116 (12)
F-116 (13)
9

Salem, Oregon
March 22, 1948

Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4644, Sellwood Station
Portland 2, Oregon

The matter of repairing the private road of Earl S. and Mildred A. Flinn, adjacent to the Sunset Highway near the Multnomah County line - I note your recommendation that the State not pave the driveway for a distance of 100 feet outside the right of way.

While I believe it our obligation to surface the road to the right of way line, I concur in your recommendation that we not pave outside the right of way.

You should, however, see that the contractor restores the road to as good condition as when he started using it. If it was not paved at that time, he has no obligation to pave it at this time unless he promised to do so.

W. C. Williams

WCW/ds

cc - J. M. Devers
H. G. Smith

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 17, 1948

SUBJECT: Flinn Property,
Sunset Highway

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of March 5th you replied to a previous letter from Mr. Devers regarding damage to a private rode owned by Earl S. and Mildred A. Flinn in Washington County, and adjacent to the Sunset Highway, near the Multnomah County Line. In your letter you stated that a copy of this letter was being sent to me with the request that I see that the contractor continue to keep this road in a serviceable condition and that when its use is complete, it be put back in at least as good condition as when he started using it.

I am forwarding, herewith, copy of Mr. A. B. Dean's letter of March 17th to which is attachec copy of a letter from Porter W. Yett to Mrs. Earle S. Flinn, confirming the oral agreement made by his Mr. George Miller to maintain the road in good condition and also to put the road back in good condition upon completion of its use. This appears to cover the requirements set up in your letter.

Not Attached
I.N.W.

You will note that in the final paragraph of Mr. Dean's letter he states that Mrs. Flinn does not ask for any special treatment of the road behind her garage, but does ask that we pave her driveway for a distance of about 100 feet, this distance being outside of our right of way. Mr. Dean made no promise to her, but does recommend to us that this driveway be paved, basing his recommendation apparently on the fact that this driveway was used by the State at the time the W.P.A. work was done on the Sunset Highway, and has been used intermittently by us before this contract was let. However, it appears that at the time we used it before, the road was properly maintained and put back in condition acceptable to Mrs. Flinn. The more recent use of the road has been done by the contractor, and it would seem that it is his obligation rather than ours, to live up to any obligation he or Mr. Miller made to Mrs. Flinn. Under the circumstances, I cannot concur in Mr. Dean's recommendation.

Yours very truly,

A G Skelton

A. G. SKELTON
Division Engineer

AGS/bd
enc.
cc: J. M. Devers
H. G. Smith
A. B. Dean

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

[illegible]
[illegible]

SUBJECT: Re: [illegible]
[illegible] Highway.

To [illegible]
[illegible]
State Highway Department
[illegible]

Dear [illegible]:

On [illegible] I called on Mrs. [illegible] and [illegible] she had no complaint about the condition of the [illegible], however, [illegible] trucks were [illegible] to the [illegible] for the [illegible] Highway, and were damaging the road. The [illegible] of concrete for these structures was finished on March 4th, and I informed her of this fact.

Mrs. [illegible] also stated that [illegible] had promised her a letter stating they would keep the road in good condition and leave it in as good or better condition than it was when they started, but she never received the letter.

The next day I called on [illegible], and he readily agreed to sending such a letter, a copy of which is attached.

Originally, this road had a light oil surface to prevent dust from traffic to the cemetery. However, she has sold the chapel recently and she does not ask that this road be resurfaced, but would like to have it paved to her garage, a distance of about 100 feet. I did not promise her that we would pave the driveway, but due to various reasons, other than the inconvenience caused her, I recommend that the driveway be paved.

Very truly yours,

A. B. Dunn

A. B. Dunn,
Resident Engineer

[illegible]/ld

FI-186(12)
FI-186(13)

CROSS REFERENCE SHEET

Name or Subject Fred H. Mathis **File No.**

Regarding Property damage to his residence due to heavy blasting on construction project #2892 - Sunset Highway **Date** 12-19-47

SEE

Name or Subject **File No.**

ADMINISTRATION
    Insurance
        Property Damage

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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FORM [illegible] REVISED 10-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

RECEIVED
NOV 6 1947
FOR FILING

F-184 (12)
F-186 (13)

w

November 5, 1947

IN REPLY PLEASE REFER TO FILE NO

Porter W. Yett
6500 N.E. Ainsworth
Portland, Oregon

Dear Sir:

Confirming verbal instructions given you by Mr. R. L. Porter, Resident Engineer, please be advised that Mr. R. H. Baldock, State Highway Engineer, has directed that no further asphaltic concrete pavement be placed on either the Barnes Road-Multnomah County Line Section, contract 2892, or North Plains-Barnes Road Section, contract 2853, on the Sunset Highway for this season after October 31st.

These instructions from Mr. Baldock cover only placing of asphaltic concrete pavement and the placing of road oil, and does not effect other items of work in your contract.

As the date of completion on both of these contracts is November 30, 1947, it is suggested that you prepare and submit a standard Extension of Time Form for the extension of completion date on your contract until such time next summer that you estimate the job can be completed.

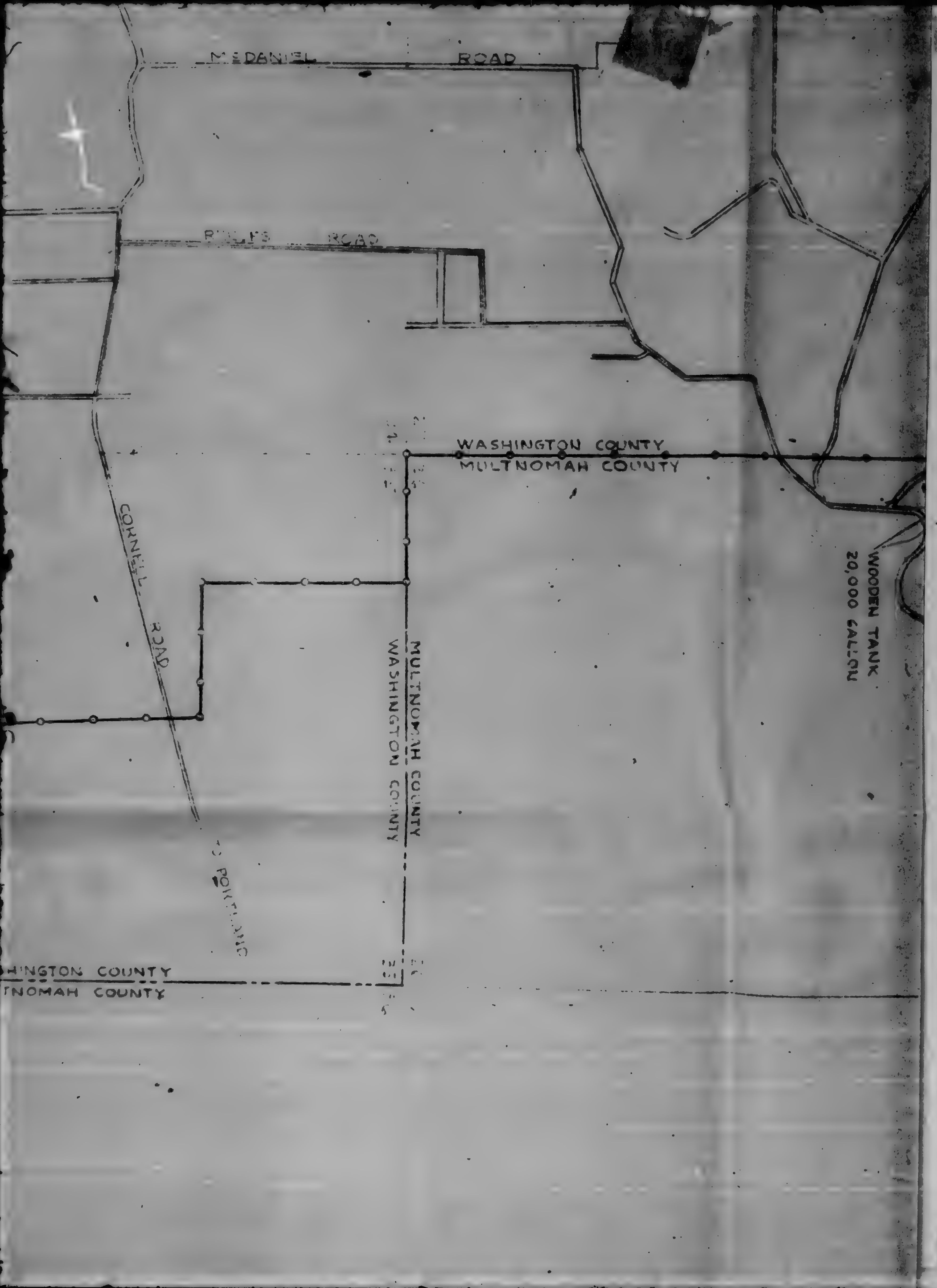
Yours very truly,

NOTED
V. C. WILLIAMS

A. G. SKELTON
Division Engineer

AGS:w
cc: R. H. Baldock ✓
H. G. Smith
R. L. Porter
A. B. Dean

RECEIVED
NOV 6 1947
OREGON
STATE HIGHWAY COMMISSION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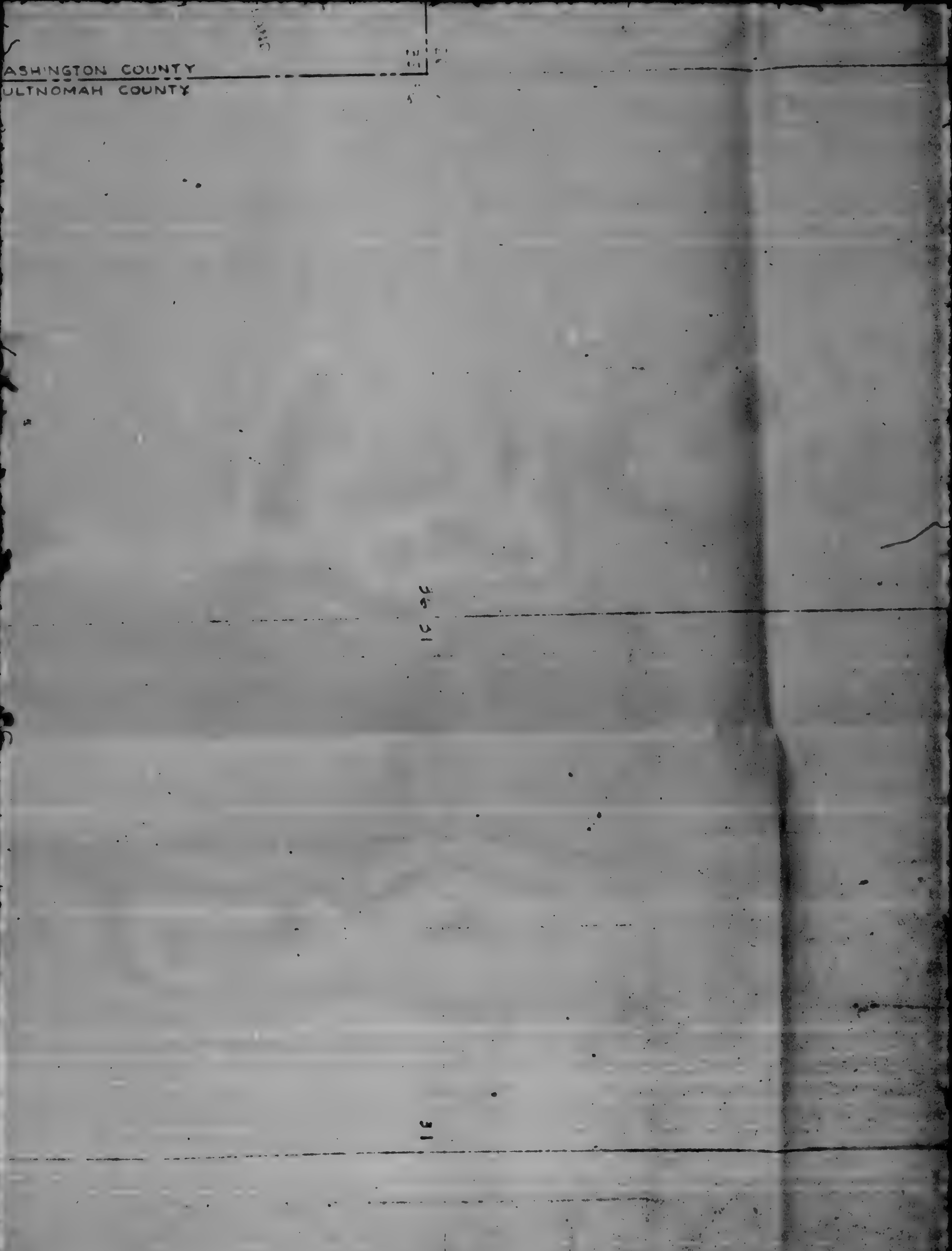
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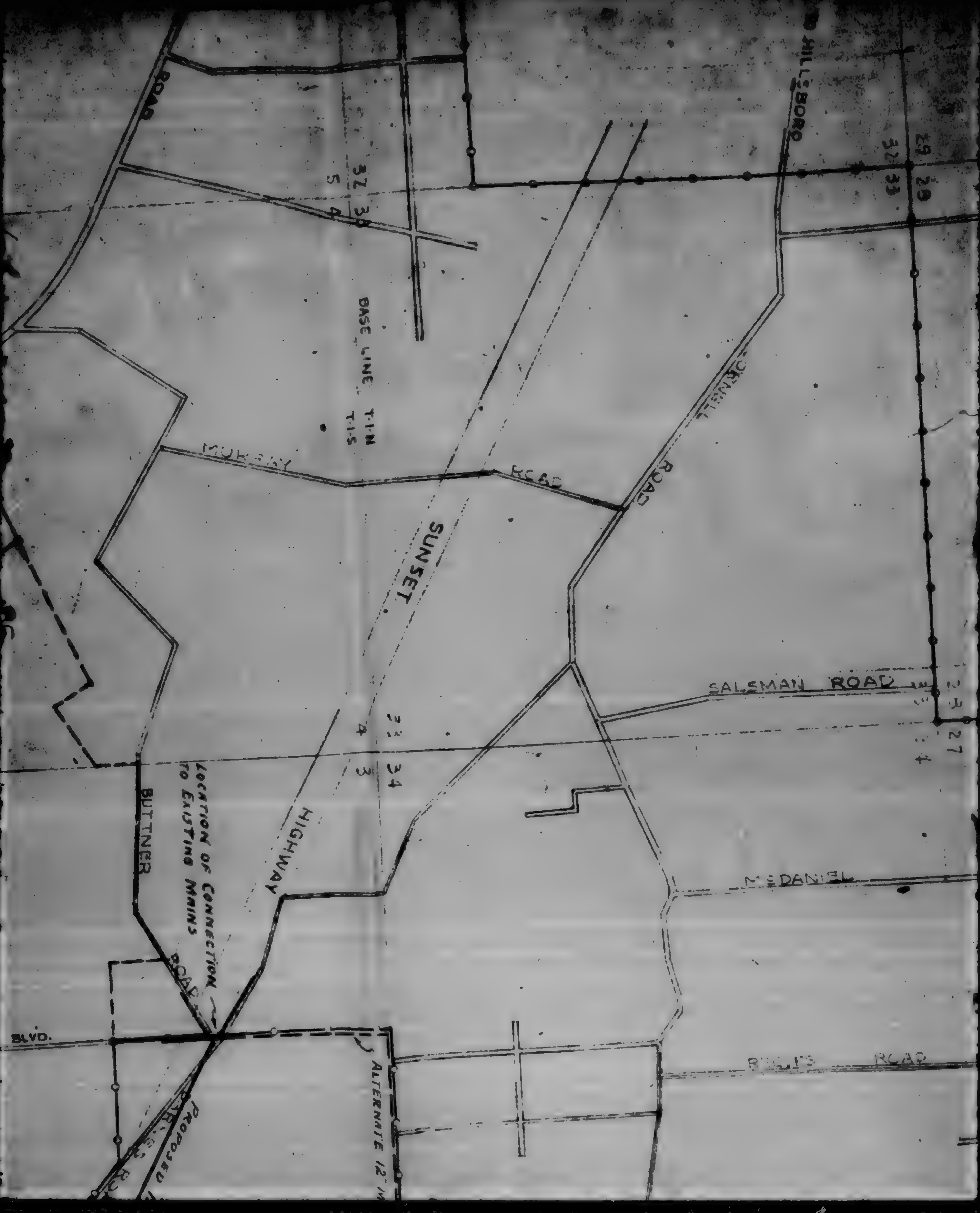
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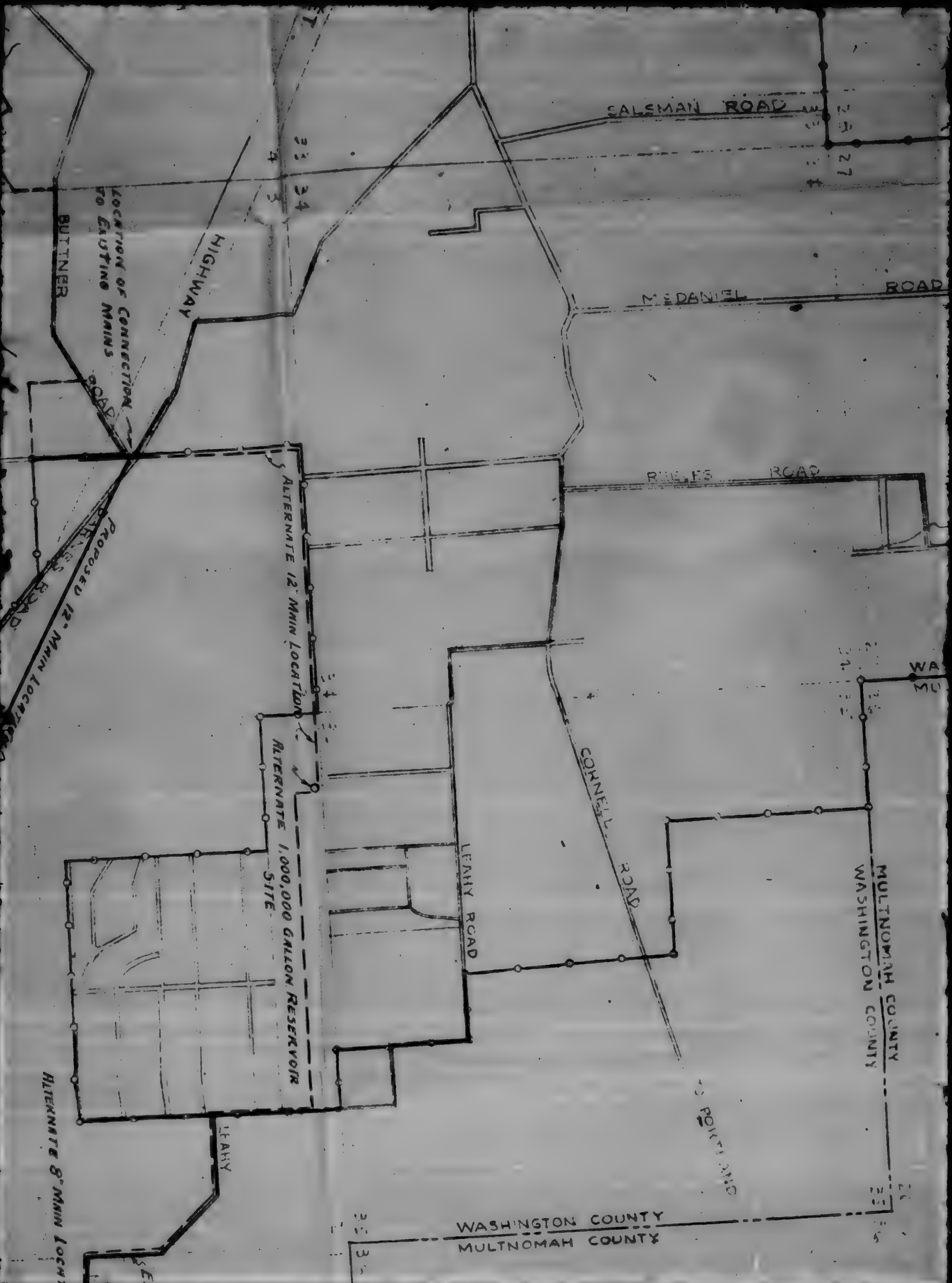
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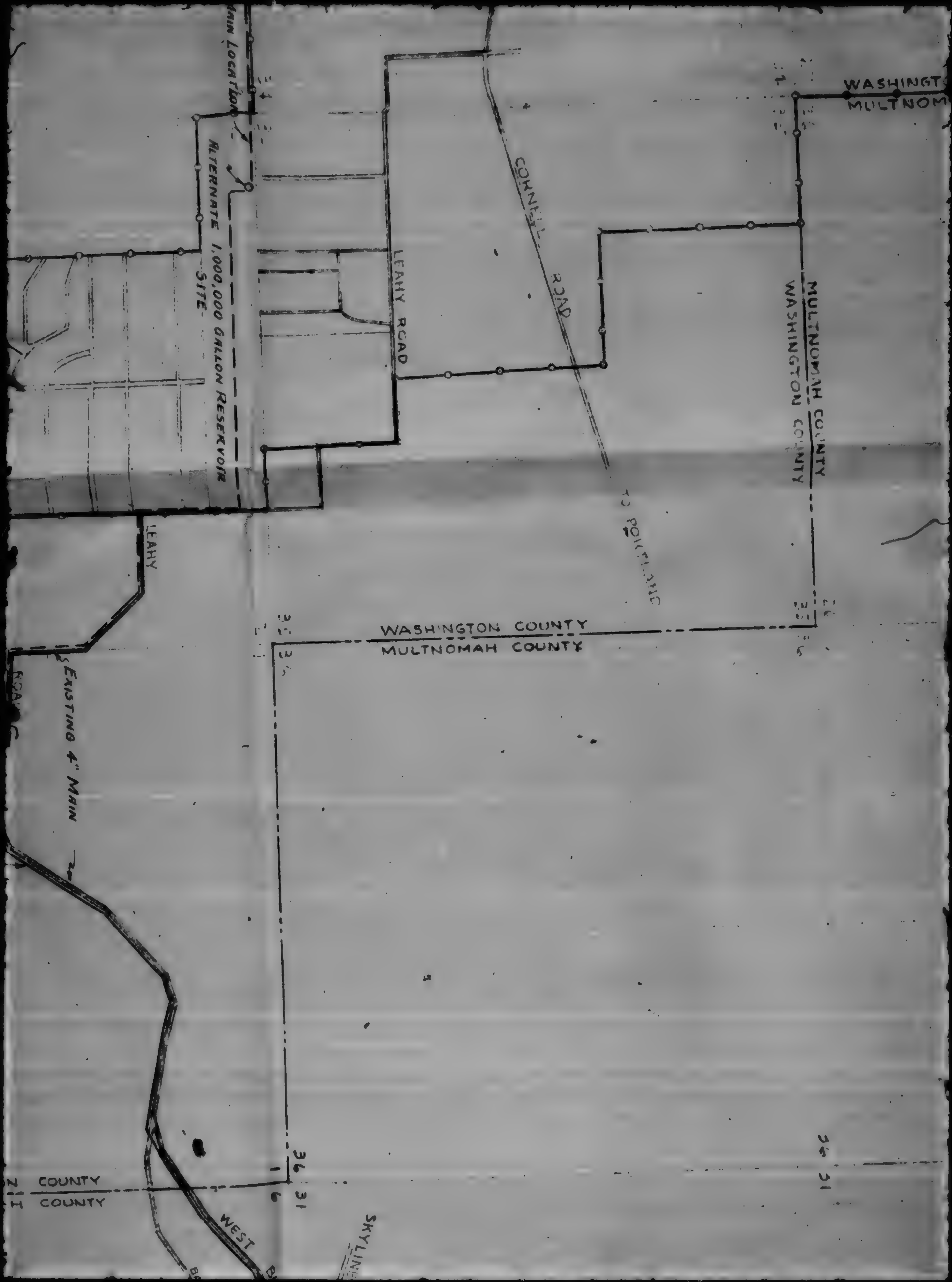
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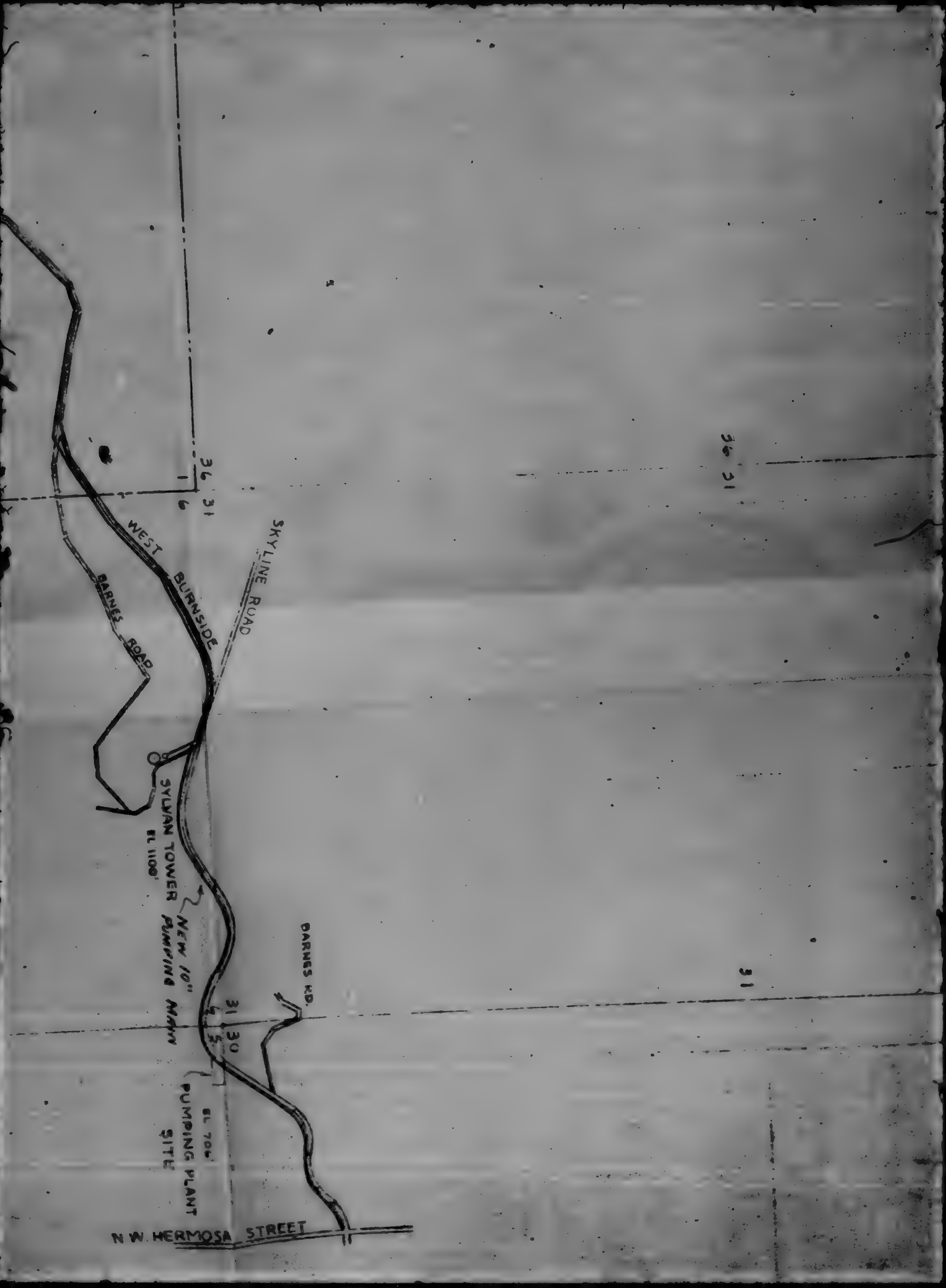

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EL 706'
N.W. HERMOSA STREET
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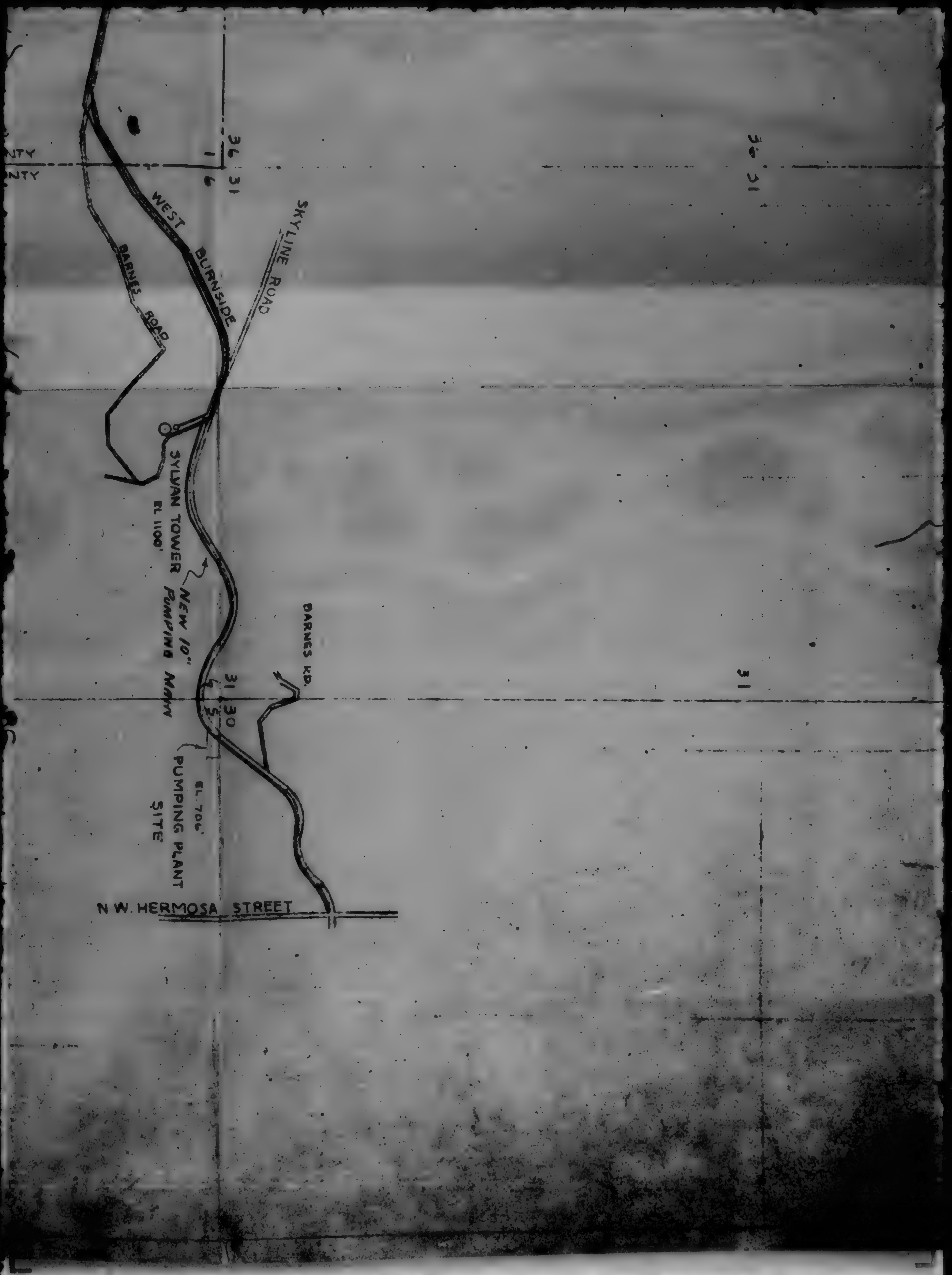
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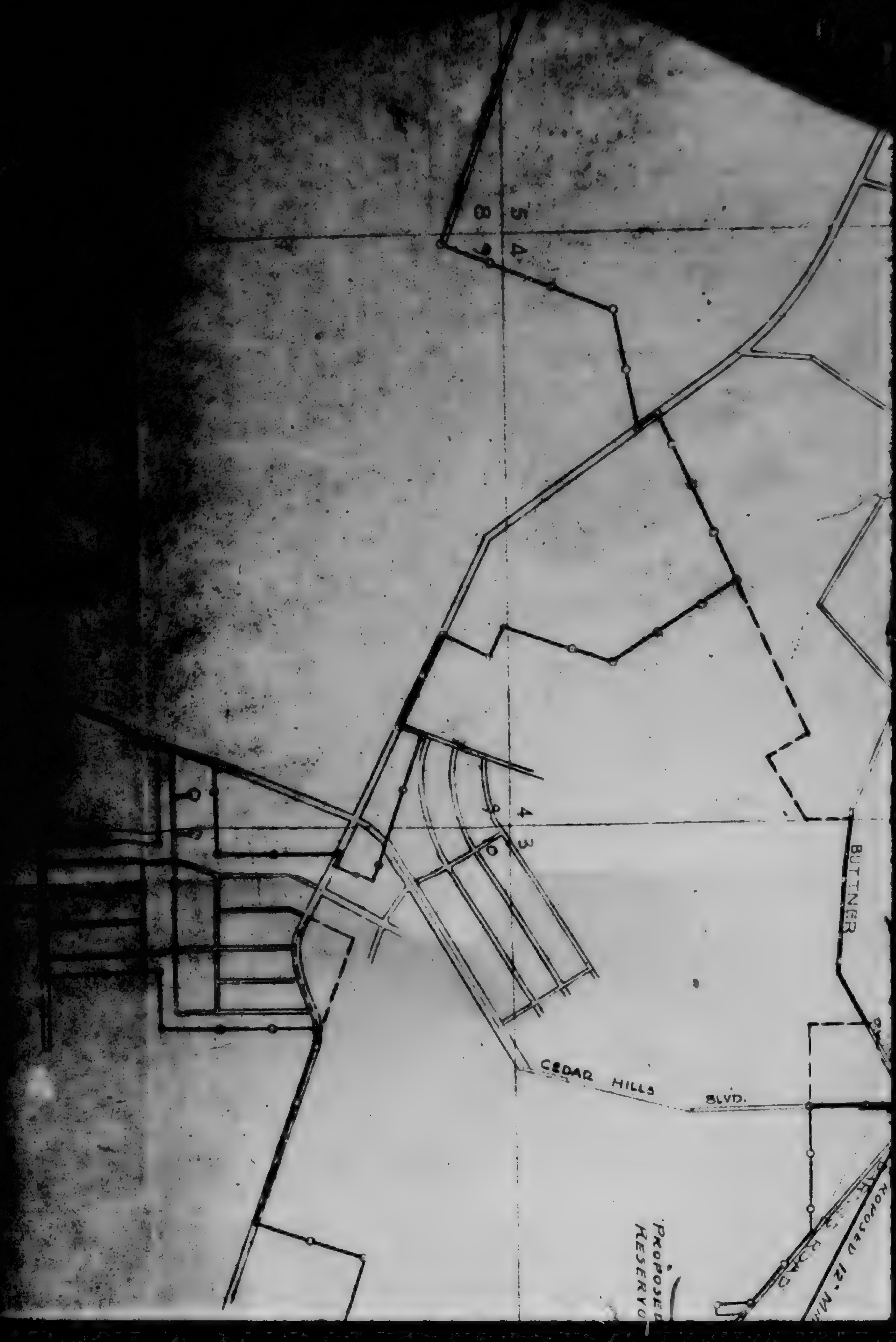
N.W. HERMOSA STREET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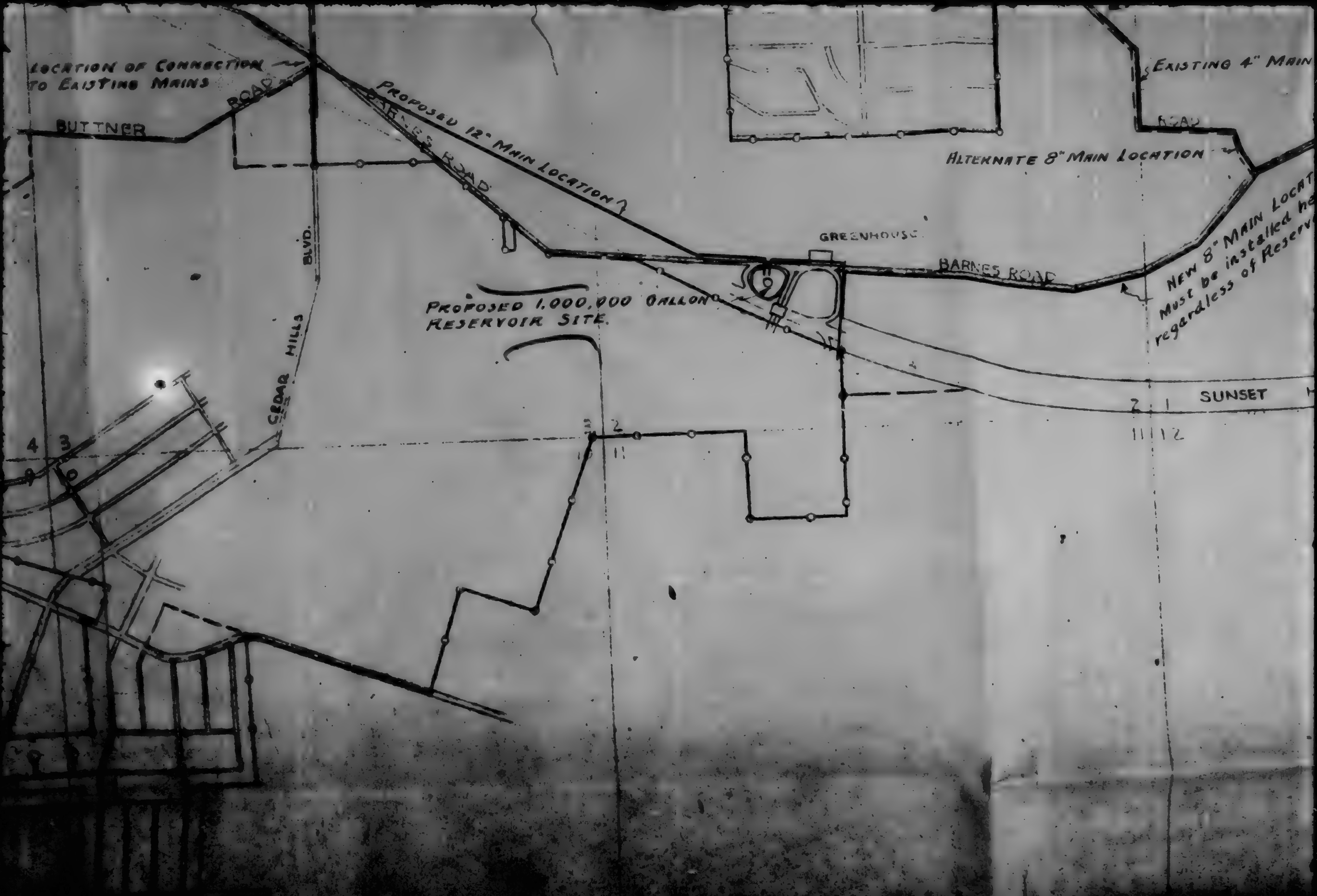
LOCATION OF CONNECTION TO EXISTING MAINS
BUTTNER ROAD
PROPOSED 12" MAIN LOCATION
BARNES ROAD
CEDAR HILLS BLVD.
PROPOSED 1,000,000 GALLON RESERVOIR SITE.
GREENHOUSE
BARNES ROAD
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ROAD
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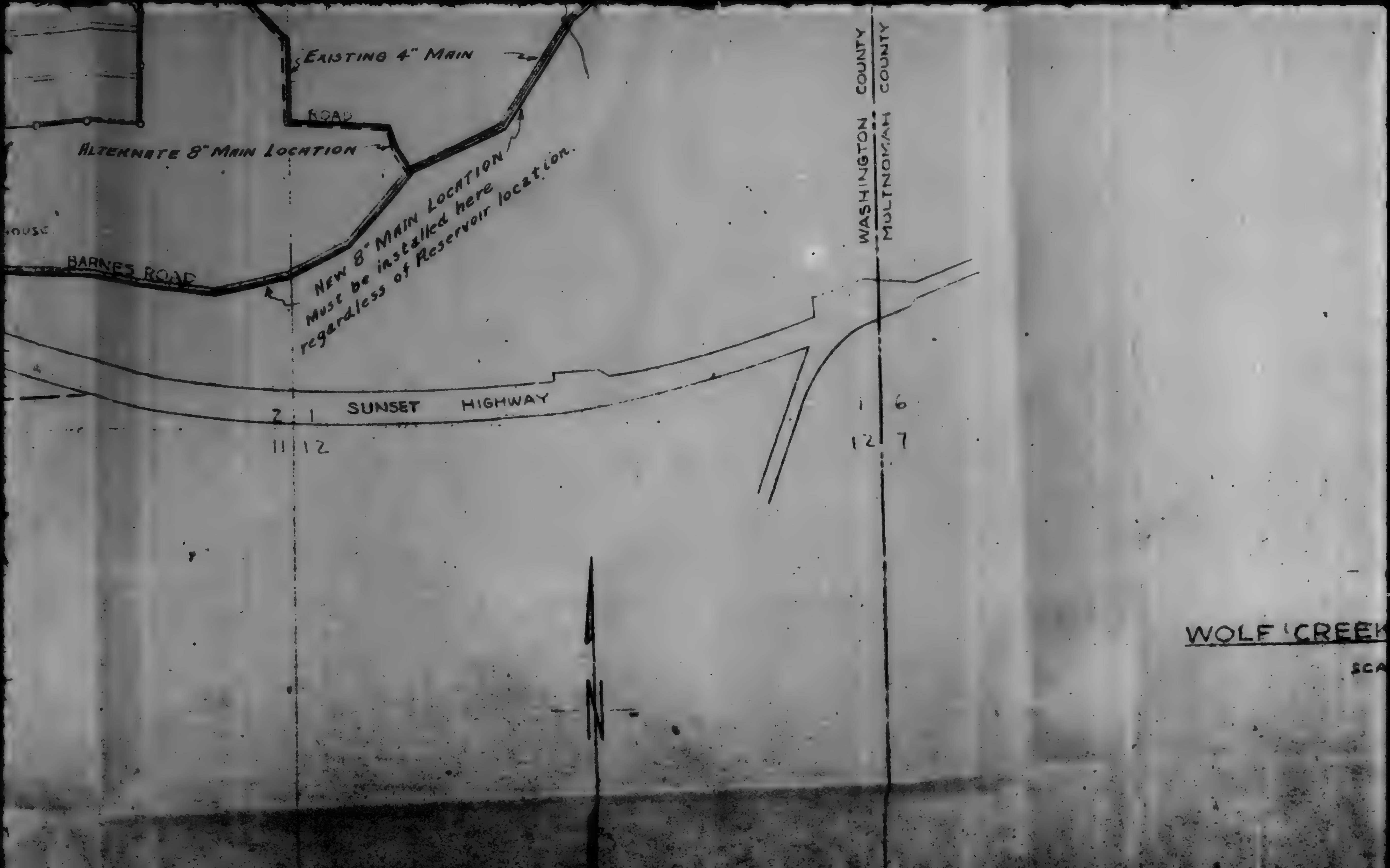
EXISTING 4" MAIN
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regardless of Reservoir location.
SUNSET HIGHWAY
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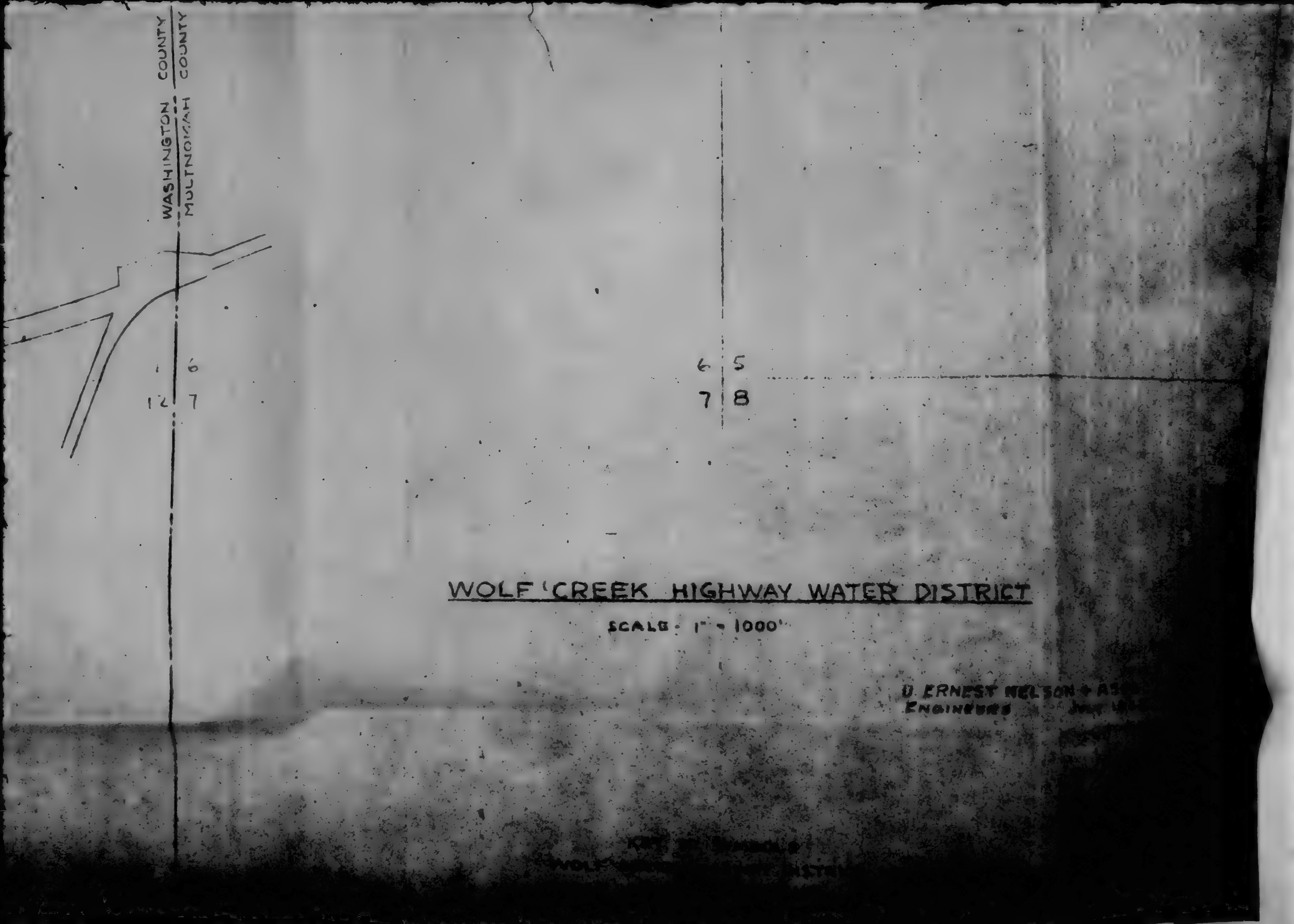
WASHINGTON COUNTY
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WOLF CREEK HIGHWAY WATER DISTRICT
SCALE - 1" = 1000'
D. ERNEST NELSON & AS
ENGINEERS

RECEIVED
JUL 17 1947
FOR FILING

JAMES H. POLHEMUS
PRESIDENT

F-186(12) +

F-1[illegible](12)

PORTLAND GENERAL ELECTRIC COMPANY
ELECTRIC BUILDING
PORTLAND 5, OREGON

NOTED
State Highway Engineer

July 11, 1947

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Baldock:

This will acknowledge receipt of your letter of July 2 in regard to progress of work on the Sunset highway.

As you know, it has been difficult to get transformers but we have succeeded in making arrangements for delivery of the number necessary, and are glad to advise you that service to the Porter Yett asphalt plant was connected today.

Very truly yours,

James H. Polhemus
President

JHP:HWH

REFERRED TO
H G [illegible]
Chief Engineer

RECEIVED
JUL 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 7 1947
FOR FILING

F-186 (12) +
F-186 (13)

#2892

July 2, 1947

Mr. J. H. Polhemus, President
Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon

Dear Mr. Polhemus:

We have been making every effort to get as much as possible done this season on the Sunset Highway west of Portland. During an inspection of the project yesterday it was learned that Porter Yett, the contractor on the pavement, has his asphalt plant north of Beaverton completed and sufficient material in his stockpiles to start operations but has no certainty as to when a transformer can be supplied for the purchasing of electricity from your company.

I realize that your local men are confronted with a difficult situation regarding transformers and are probably doing everything possible to get Mr. Yett a transformer, but in view of the intolerable traffic situation on the Sylvan-Forest Grove Highway I am asking you if you cannot take some extraordinary measures to obtain a transformer which will enable him to get his plant in operation and therefore to open this highway which is so sorely needed. I am sure the Portland Chamber of Commerce, the Portland newspapers, and everyone interested in Oregon highways will greatly appreciate anything you can do toward the operation of his plant.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

RECEIVED
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
FOR FILING

F - 186(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

July 3, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-186(12)
Gardner Ranch-Multnomah Co. Line
Section of the Sunset Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

Form PR 2 (Revised 1946)

State Oregon WA8pr 7271

Project No. F-126(12)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of June, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred ninety thousand and 00/100 dollars ($ 390,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible], Laws 1929. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources .... (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station [illegible] in the NE 1/4, Section 16, T-1-N, R-2-W, and survey station [illegible] in the NE 1/4, Section 6, T-1-S, R-1-E, W.M. except station [illegible] to Station [illegible]

............, length 7.057 miles, in Washington & Multnomah Counties

being Oregon Federal Aid project No. F-126(12), consisting of 6.972 miles of roadway and four bridges, each of more than 20 feet clear span, 0.085 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED ★ [illegible] 1 1947 ★ DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred ninety thousand and 00/100 dollars ($390,000.00), which does not exceed the authorized Federal pro rata share of seven hundred nineteen thousand two hundred ninety-two and 75/100 dollars ($719,292.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter [illegible], Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
★ JUL 1 1947 ★
OR. ... PUBLIC R...

File

FORM E-1283 [illegible] 7-45

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
JUN 25 1947
FOR FILING

F-186 (12) +
F-186 (12)

June 16, 1947

Porter W. Yett,
6500 N. E. Ainsworth,
Portland, Oregon.

Dear Sir:

There has been filed with the State Highway Commission by J. Peterkort a claim for damages which he says he has sustained to his nursery stock through your operations or the operations of your subcontractor in connection with your contract No. 2892. The claim is in the sum of $950.

It is claimed that the damage was done to 950 dozen delphinium flowers which the claimant says were ruined by dust from construction work on the Sunset Highway.

We know nothing about the merits of this claim but are passing on to you the information left at this office.

Yours very truly,

J. M. DEVERS

JMD:FW

cc Continental Casualty Company,
Tate, Westenfelder and Berg, Inc.,
Wilcox Building,
Portland 4, Oregon.

cc H. B. Glaisyer ✓

NOTED ON CARD
6-25-47

REFERRED TO
Query
BY SECRETARY

see me this
NOTED
F. QUERY

RECEIVED
APR 29 1947
FOR FILING

F.186 (12) +
F.186 (13)

April 26, 1947

Mr. Porter W. Yett
6500 N.E. Ainsworth St.
Portland
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2892 which was awarded to you on April 12, 1947 by the State Highway Commission, covering the Barnes Road-Multnomah County Line Section of the Sunset Highway, in Washington County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
APR 30 1947
FOR FILING

F-186(12) +
F-186 (13)

April 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 22, 1947, on Contract No. 2092, Barnes Road-Multnomah County Line Section in connection with Federal Aid Project No. F-186 (12), F-186 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

RECEIVED
MAY 10 1947
FOR FILING

F-186(12) +
F-186(13)

AGENDA
APR 22 1947

April 12, 1947

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving and construction of two over-crossing structures on the Barnes Road-Multnomah County Line Section of the Sunset Highway, in Washington County. This award was based on your low bid of $724,752, using asphalt, submitted on March 25, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

Set compared

S+C

to the account of ______ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 12, 1947
10:40 a.m.

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

State Highway Commission awarded you today contract for the Barnes Road-Multnomah County Line Section of the Sunset Highway, in Washington County, based on your low bid submitted March 25, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Charge

RECEIVED
APR 14 1947
FOR FILING

F-186 (12) -
F-186 (13)

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

1947 APR 11 PM 5 25
201

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA369 GOVT DL PD=PORTLAND ORG 11 458P

R H BALDOCK=

STATE HIGHWAY ENGINEER

NOTED
H. B. GLAISYER

=RE URTEL TODAY ALL RIGHTS OF ENTRY OBTAINED. WE HEREBY CONCUR IN AWARD CONTRACT ON OREGON F-186(12) AND F-186(13) BARNES ROAD TO MULTNOMAH COUNTY LINE TO PORTER W YETT PORTLAND WHO SUBMITTED LOW BID=

T M DAVIS.

No. 9477 To [illegible]
Time Delivered 5 57
To Be

F-186(12) F-186(13).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONCURRENCE IS REQUESTED IN AWARD TOMORROW [illegible] FOR BARNES ROAD-MULTNOMAH COUNTY LINE PROJECT TO PORTER W. YETT. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

Charge to the account of ______________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	XX	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 11, 1947

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

CONCURRENCE IS REQUESTED IN AWARD TOMORROW CONTRACT FOR BARNES ROAD-MULTNOMAH COUNTY LINE PROJECT TO FOSTER V. YETT. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

5

RECEIVED
APR 14 1947
FOR FILING

E-186-12 & F-181-13

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 10, 1947

SUBJECT: Barnes-Road, Multnomah County Line Project.

To: Mr. H. G. Smith
Construction Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Herewith letter from Mr. Porter W. Yett, in which he expresses his willingness to accept the award of the contract on the Barnes Road-Multnomah County Line Project with a thrity day restriction on right-of-way as listed in the first paragraph of his letter.

Yours very truly,

W. C. WILLIAMS
Division Engineer

WCW/ed

NOTED
State Highway Engineer

[illegible] 1947

OCKY POINT, OREG SHIPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE GArfield 4356 PORTLAND 13, OREGON

April 9, 1947

Oregon State Highway Commission
9200 S.E. McLoughlin Blvd.
Portland 2, Oregon

Attn: Mr. W.C.Williams

Gentlemen:

We have been advised by Mr. A.B.Dean, Resident Engineer on the Barnes Road-Multnomah County Line Section of the Sunset Highway Project, on which we submitted the low bid on March 25/47, that the awarding of this job was being withheld due to the fact that the Highway Commission was having difficulty in obtaining right-of-way on the North side of the Project between Stations 3187 ± 22 to 3198 ± 41; and on the North and South side of the Project between Stations 3255 ± 19 and 3276 ± 50.

In view of the fact that the completion time on this Project is very short, if not inadequate, we believe it imperative that such portions of the contract as maybe worked on should proceed as soon as possible. We hereby agree to accept the award of the contract with the understanding that unrestricted right-of-way will be provided in not to exceed thirty days time.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/b

cc/ K.F.Jacobsen
Birkenmeier & Saremal
Tate, Westenfelder & Berg, Inc.

RECEIVED
APR 1 1947
DIVISION ENGINEER
DIVISION NO. 1

30-1135 Umatilla River Dike Project 1947
adjacent to the Boardman-Stanfield
#2893 Hwy. near Stanfield.

EIVED
R FILING
C0-1135
2973

EARL T. NEWBRY
Secretary of State
Salem, Oregon
May 20, 1953

Recken and Recken
Public Service Building
Portland 4, Oregon

Attention: Mr. R. L. Recken

Dear Mr. Recken:

Pursuant to the authority of Chapter 644, Oregon Laws 1953 (House Bill 810), we have cancelled state warrant No. R 318134 issued in favor of Loran Petro for $505.17, November 14, 1947 and have reissued state warrant No. R 66960 in favor of Aetna Casualty and Surety Company for the same amount, $505.17 under date of May 20, 1953.

The warrant in favor of Aetna Casualty and Surety Company is enclosed.

Yours very truly,

EARL T. NEWBRY
Secretary of State

By /s/ Fred Humphrey

Assistant Manager
Accounting Division

HEP:h
Enc.
cc: Highway Commission

REFERRED TO
[illegible]
BY SECRETARY

[illegible] this [illegible]
card for contract [illegible]-2973 and the
filed [illegible]
[illegible]

NOTED ON CARD
[illegible]

Salem, Oregon
October 24, 1952

C. H. Maison
Manager
Accounting Division
OFFICE

Dear Mr. Maison:

I am returning to you herewith your file on the Loran Petro matter concerning final payment in connection with State Highway Contract No. 2893.

This was delivered to me by the State Treasurer today with his letter of October 23, 1952 advising that he could not honor the endorsement of the Aetna Casualty and Surety Company on the final warrant issued in connection with this job. The warrant referred to is today being forwarded to Mr. L. A. Recken, Attorney for the Aetna Casualty and Surety Company with a suggestion that he present his claim in the amount of the warrant to the Secretary of State for presentation to the Ways and Means Committee of the 1953 Legislature, which is the procedure recommended by the State Treasurer in order to final out this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Legislature approved payment per chap. 644 Laws 1953
H.B. #810.
new warrant mailed to Recken & Recken attys. [illegible]
[illegible] on May 20, 1953 – amt $505.17 — warrant payable
to Aetna Cas & Sur. Co. & attys.
(Computer [illegible] 5/26)

October 24, 1952

Mr. Harold Phillippe
Manager, Accounting Division
Office of Secretary of State
112 Capitol Building
Salem, Oregon

Dear Mr. Phillippe:

Pursuant to our telephone conversation, I return to you herewith the voucher covering final payment to Loran Petro for construction of the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County, the Highway Department's Voucher No. 16304, for 1947, in the amount of $505.17. I also return certain correspondence.

These papers were delivered to me today by Mr. Fred H. Paulus, Deputy State Treasurer, with his letter of October 23, 1952 advising that the State Treasurer's Office could not honor the endorsement of the Aetna Casualty and Surety Company on the warrant that was issued covering this final payment.

Thanks a lot for your help in this matter, notwithstanding that final payment cannot be consummated as was anticipated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

October 24, 1952

Mr. L. A. Recken
Attorney at Law
c/o Recken & Recken
Public Service Building
Portland 4, Oregon

Dear Mr. Recken:

This letter is with reference to payment of the final estimate in connection with the contract awarded by the State Highway Commission to Loran Petro for construction of the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County, Contract No. 2893.

Pursuant to the information given you in my letter of October 7, 1952, I gave the final warrant to the Manager of our Accounting Division to transmit to the Secretary of State for issuance of a new warrant made payable to the order of Loran Petro assigned to the Aetna Casualty and Surety Company. The warrant was delivered to the Secretary of State who consulted with the State Treasurer's Office, and it appears there is no way to effect the payment except through the Ways and Means Committee of the 1953 Legislature. I enclose a copy of a letter received from Mr. Fred H. Paulus, Deputy State Treasurer, advising their decision.

In view of the decision reached, it is my suggestion that you file your claim with the Secretary of State with full supporting data and ask him to present it in proper form to the Ways and Means Committee. It will be necessary for you to deliver to the Secretary of State at the same time the warrant that was originally issued as final payment for the job.

I return to you herewith the said warrant which bears number R318134, is dated November 14, 1947, and is made payable to the order of Loran Petro in the amount of $505.17. I have discussed this matter with Mr. Harold F. Phillippe of the Secretary of State's Office, and he has kindly consented to advise you more fully with respect to details upon the finaling of your claim.

I am sorry this matter has dragged out so long as it has, but there appears to be no other way in which to consummate the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:jmc

Encl.

State of Oregon
WALTER J. PEARSON
State Treasurer
Salem

October 23, 1952.

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

The secretary of state has referred to us your file upon the subject of warrant No. R-318134, drawn upon the state highway fund, in favor of Loran Petro, in the amount of $505.17. The warrant was returned to the bank by us, unpaid, because the endorsement of the warrant by the AEtna Casualty and Surety Company as surety and assignee was not satisfactory.

In view of the fact that the payee of the warrant has died, we do not feel authorized to pay the warrant. Also, because the warrant was issued by the secretary of state against a duly approved claim upon the state highway fund, we are unable to find any authority for the issuance by the secretary of state of a new warrant in the name of the surety company. We do not feel that we can honor the warrant unless it is endorsed by the administrator or executor of the estate of the decedent payee.

About the only way in which payment to a surety company could be accomplished would be for the company to refer the warrant as a sundry claim to the Ways and Means Committee of the 1953 Legislature. If the Ways and Means Committee authorizes cancellation of the warrant and reissuance thereof in the name of the surety company, we should be fully authorized to pay the new warrant upon endorsement thereof in the proper form by the surety company.

Yours very truly,

WALTER J. PEARSON, State Treasurer,

By Fred H. Paulus
Deputy.

LETTER TO Cedar
DATE 10/24/52

FHP:cp
cc: Secretary of State.

October 10, 1952

Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. Harold F. Phillippe

Dear Mr. Phillippe:

As requested, I hand you herewith a copy of Mr. C. W. Enfield's letter of September 29, 1952 directed to myself, a copy of his letter of September 29 directed to Recken & Recken, Attorneys at Law, Portland, and a copy of the Indemnity Agreement furnished by the Aetna Casualty and Surety Company all having to do with Loran Petro's contract with the State Highway Commission for construction of the Umatilla River Dike Project on the Boardman-Stanfield Highway, Umatilla County, State Highway Contract No. 2893.

I wish to thank you kindly for the consideration given in finaling out this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison

Salem, Oregon
October 7, 1952

Mr. C. H. Maison

Dear Mr. Maison;

I hand you herewith a copy of ~~the~~ letter that I have received from Mr. L. A. Recken ~~as~~ attorney for Aetna Casualty & Surety Company, ~~a~~ surety on the bond furnished by Loran Petre in connection with State Highway Contract No. 2893. I also hand you herewith the warrant mentioned therein, being the Secretary of State's warrant No. R318134 dated November 14, 1947 and payable to the order of Loran Petre in the amount of $505.17. This check should be cancelled and a new one issued in favor of Loran Petre assigned to the Aetna Casualty & Surety Company pursuant to the assignment ~~of~~ Mr. Petre's application for his contract bond furnished in connection with this job.

I attach two photostatic copies of such application, one of which you will wish to forward to the Secretary of State and the other you may retain for your office records.

The above procedure has been approved by Mr. Enfield, the Highway Commission Chief Counsel. I attach a copy of Mr. Enfield's letter instructing that such method of payment is in order.

When you get the new warrant, will you let me have it for delivery to Mr. Recken.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl
Enc.

October 7, 1952

Mr. L. A. Recken
Recken & Recken, Lawyers
Public Service Building
Portland 4, Oregon

Dear Mr. Recken;

I acknowledge receipt of your letter of October 3, 1952 regarding payment of the final amount due in connection with the Loran Petro contract no. 2893. I also acknowledge return of the warrant previously issued to cover this payment, the same being in the amount of $505.17.

I am handing this warrant to the manager of our accounting division with a request that he have this warrant cancelled by the Secretary of State and a new warrant issued payable to Loran Petro assigned to the Aetna Casualty & Surety Company pursuant to the assignment contained in Mr. Petro's original application for a contract bond and agreement of of indemnity.

It is hoped that the Secretary of State will honor such assignment so that our files on this subject may be closed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:al

cc: C. H. Maison

LAW OFFICES OF
RECKEN & RECKEN
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

F. S. SENN 1913-1950
L. A. RECKEN
ROBERT L. RECKEN

October 3, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Loran Petro Contract No. 2893

Dear Mr. Glaisyer:

I have your letter of September 30, 1952 regarding the above matter.

Mr. Enfield has written me a letter advising me that he has approved the issuing of a check direct to the Aetna Casualty and Surety Company in the sum of $505.17. I am enclosing herewith the check which had been formerly issued in the amount of $505.17, payable to Loran Petro. Mr. Petro did not have any estate; hence, there will be no one to endorse it. It is true that you sent the check to The Aetna Casualty & Surety Company, made out to Petro, but with the new information and the indemnity agreement which has been given to the State Highway Commission, Mr. Enfield authorized the issuance of a check direct to the Aetna Casualty and Surety Company. Will you please issue a new check for $505.17 to The Aetna Casualty and Surety Company and the enclosed check may be placed in your files.

Very truly yours,

L A Recken

L. A. Recken

ACKNOWLEDGED
H. B. GLAISYER

LAR:ls
Enc.

RECEIVED
OCT 6 1952
OREGON
STATE HIGHWAY COMMISSION

September 30, 1952

Recken & Recken
Attorneys at Law
Public Service Building
Portland 4, Oregon

Attention: Mr. L. A. Recken

Gentlemen:

Mr. C. W. Enfield, the State Highway Commission's Chief Counsel, has handed to me the papers that you sent to him with your letter of September 24, 1952 having to do with the Loran Petro Contract for grading the Umatilla River Dike Project on the Boardman-Stanfield Highway, State Highway Contract No. 2893.

When you called in my office sometime ago we were both of the impression that the warrant covering the final payment for work performed by Mr. Petro in the amount of $505.17 had not been issued; however, in checking with our Accounting Division today, I find that the warrant was issued and was forwarded to the Aetna Casualty & Surety Company on April 12, 1948. This warrant was made out and payable to the order of Loran Petro, and for that reason was returned to the Highway Commission. It was again sent to the Aetna Casualty & Surety Company on May 3, 1948, attention of Mr. O. D. Shead, Adjuster, and I think if you will look through your files you will find it therein. It has not been returned to the State Highway Department the second time, and inquiry in the office of the Secretary of State reveals that it has not been cashed to date.

If Mr. Petro had an estate and someone was appointed administrator of that estate, that person probably has authority to endorse the warrant, which, I believe, is still made payable to the order of Loran Petro. If the warrant has become lost, I am of the opinion that the law provides a procedure for securing a duplicate which we will be glad to follow through, if necessary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

FORM E-30 25M 1-7 -8419

16304 - 1947

To:

5/3/48 final remailed to surety warrant no R318134 $ 505.17

Aetna Cas & Sur Co
301 Yeon Bldg
attn O. D. Shead, adjuster

Recken
DATE 9/30

FORM E-30 25M 1-52 95419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Enclosed herewith is an original application for contract bond and agreement of indemnity signed by Loran Petro, a photostatic copy of the release of the Standard Oil Company of California, and an indemnity agreement with the Aetna Casualty & Surety Company indemnifying the State, the Highway Commission and its officers, agents and employees, against any liability by reason of the claims of Mike DeCicco & Sons and the First National Bank of Hermiston asserted under State Highway Contract No. 2893.

This matter now appears to be in order and payment of the retained percentages on Contract No. 2893 should be made to the Aetna Casualty and Surety Company.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.

K 37,900 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 29, 1952

Recken & Recken
Attorneys at Law
Public Service Building
Portland 4, Oregon

Attention: Mr. L. A. Recken

Gentlemen:

Thank you for your letter of September 24, 1952, with which was enclosed an original application for contract bond and agreement of indemnity signed by Loran Petro, a photostatic copy of the release of the Standard Oil Company of California, and an indemnity agreement with the Aetna Casualty & Surety Company indemnifying the State, the Highway Commission and its officers, agents and employees, against any liability by reason of the claims of Mike DeCicco & Sons and the First National Bank of Hermiston.

I am forwarding these matters this date to Mr. Glaisyer with the request that monies being withheld under State Highway Contract No. 2893 be released to the Aetna Casualty and Surety Company.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - H. B. Glaisyer

INDEMNITY AGREEMENT

WHEREAS, on or about the fifth day of May, 1947, Loran Petro entered into Contract No. 2893 with the State of Oregon to do the grading on the Umatilla River Dike Project on the Boardman-Stanfield Highway, and The Ætna Casualty and Surety Company became surety on his bond which guaranteed the performance of said contract and the payment of all labor performed and materials used in the performance of the work; and

WHEREAS, the contract was fully performed, and the project was accepted by the State of Oregon, but five claimants filed claims with the Secretary of State as required by statute, and asserted claims against the project, and

WHEREAS, The Ætna Casualty and Surety Company has paid and satisfied three of said claims, and has rejected two of said claims as follows:

Mike DeCicco & Sons for $783.91

First National Bank of Hermiston for $500.00

NOW, THEREFORE, in consideration of the Oregon State Highway Commission, and the State of Oregon, paying over to The Ætna Casualty and Surety Company $505.17 representing the reserve funds retained on said contract, said The Ætna Casualty and Surety Company hereby agrees to indemnify the State of Oregon, the Oregon State Highway Commission, and its officers, agents, and employees from and against all liability, loss, and expense by reason of the claims asserted against the aforesaid project by Mike DeCicco & Sons and First National Bank of Hermiston.

IN WITNESS WHEREOF, The Ætna Casualty and Surety Company has caused its name to be subscribed to this instrument and its corporate seal to be affixed thereto this eleventh day of September, 1952.

THE ÆTNA CASUALTY AND SURETY COMPANY

Attest: ____________________ By ____________________

Secretary Vice President

RELEASE

In consideration of the payment of ONE HUNDRED THREE and 96/100 (103.96) to us made by the Ætna Casualty and Surety Company, receipt of which is hereby acknowledged, the undersigned, The Standard Oil Co. hereby releases and discharges the said Ætna Casualty and Surety Company of and from all liability under that certain Bond No. 42 S 9301 executed to cover the operations of Loran Petro in connection with his contract No.2893 - Umatilla River Dike Project

In further consideration of said payment The Standard Oil Co. hereby assigns, transfers and sets-over to the said Ætna Casualty and Surety Company all its right, title and interest in its claim against Loran Petro to the extent of the above payment.

Dated at Spokane, Wash this 16th day of June 19 48

STANDARD OIL COMPANY OF CALIFORNIA

ASSISTANT TO THE DISTRICT MANAGER

Witness

R. S. Mott
Asst. Dist. Credit Mgr.

Portland.

BATES, LIVELY & PEARSON
501 YEON BLDG.
PORTLAND, OREGON

The Ætna Casualty and Surety Company

Hartford, Connecticut

S

Branch Office or General Agency

Bates, Lively & Pearson,
Portland

APPLICATION FOR CONTRACT BOND AND AGREEMENT OF INDEMNITY

Bond Number

42 S 9301

NOTE! Copy of contract, specifications and drawings, and applicants financial statement must accompany this application and all questions answered fully. The Company reserves the right to decline this application and to withhold reason for declination, as all information relative thereto is regarded as confidential

1. Full name of applicant Loran Patro, an individual (Give full name. If corporation, give exact corporate title.) Age

2. Business address P O Box 549, Hermiston, Ore. (Street, City and State)

3. Kind and amounts of bonds required: Proposal Bond $ Faithful Performance Bond $
Labor and Material Bond $ Advance Payment Bond $ Maintenance Bond $

4. If bond applied for is Proposal Bond what is approximate amount of contract $ Date of Bid Opening 19

5. The amount of contract is $ 7,290.00 Date contract awarded April 19, 1947

6. To whom is bond given State of Oregon, Salem, Ore. (Give full name. If a corporation, give exact corporate title.)
Business address

7. Give concise description of proposed work, and location Grading and embankment Boardman-Stanfield Highway, near Stanfield - west bank of the Umatilla River. Contract No. 2893

8. Name and address of Engineer or Architect in charge of work R. H. Baldock, State Highway Engineer, Salem

9. Date work is to start Completed by July 31, 1947 Penalty for non-completion

10. Are any payments made in bonds, mortgages, stocks, certificates, warrants, assessments, etc.?

11. Percentage retained from payments until completion

12. How long must work be kept in repair after completion? Is this repair or maintenance guarantee limited to defects in workmanship or materials? If not describe guarantee fully

13. Will applicant sub-let any parts of the work? Will sub-contractors be required to furnish Corporate Surety Bond?
Give full particulars.

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS	NAME OF SURETY

(S-891-F)

Estimate of Engineer or Architect $..................

14. Applicant's estimate of cost (excluding profit) $..................

NAMES OF OTHER BIDDERS	ADDRESS	AMOUNT OF BID
K.F.Jacobson Co.		12.690
Verni Jael		7,425.
Leonard & Slate	Prinville	10,800.
Harold Miller		13,365.
Heavy Hauling Co.		20,790
~~Loren Petro~~		7,290.

15. Name 3 largest contracts that you have completed similar to the one here considered, giving in each case,

CONTRACT PRICE	KIND OF CONSTRUCTION	NAME AND ADDRESS OF OWNER.	NAME AND ADDRESS OF ENG. OR ARCH.

16. Give information below about all contracts you now have under way, including any other outstanding bids.

CONTRACT PRICE	PERCENTAGE COMPLETED	KIND OF CONSTRUCTION	SURETY	LOCATION OF WORK	NAME AND ADDRESS OF ENG. OR ARCH.

Use separate sheet if necessary.

17. Will any new or additional plant be purchased? .... Give estimated cost. $..................

18. In what other business, if any, are you interested? ....

19. Has application for this bond been made to another company? .... If so, what company? ....

20. Have you ever failed in business? .... Are you having any controversy with anyone over any contract, or payment for labor or material bills on any contract? .... Are there any judgments against you? .... Are there any mechanic's liens filed on any of your work anywhere? .... Total amount? $..................

21. On the work for which this bond is written, will you carry the following insurance? Employers Liability .... Compensation Insurance .... Contingent Liability .... Auto .... Fire .... Public Liability ....

Other forms ....

22. What Life Insurance do you carry? .... (Amount, name of company)

23. To whom payable? .... Date formed ....

24. **If a co-partnership, answer these questions:** Names of all individuals composing same.

NAME	ADDRESS	AGE

IMPORTANT.—Separate financial statement must be completed and signed by each member, showing his individual assets and liabilities, exclusive of his interest in the firm's business.

25. Has any member of the firm ever failed in business? ....

26. **If a corporation, answer these questions:** When incorporated? .... Principal office ....
In what State incorporated? ....

27. References: Give only Engineers or Architects, or Owners, for whom you have done work.

NAME	ADDRESS	BUSINESS

[illegible] the purpose of inducing THE ÆTNA CAS[illegible] declarations made and answers given, [illegible] truth, without reservation, and are ma
essary, on whatever bonds may be required in connection [illegible] AND SURETY COMPANY, of Hartford, Conn., to become or to procure surety and co-surety, if n
all of which will be referred to in the singular as "bond", with the project hereinbefore mentioned, all of which bonds are hereby appli[illegible] for a
procurement of such surety and co-surety, and they hereby appoint said THE ÆTNA CASUALTY AND SURETY COMPANY agent for t

The undersigned, hereinafter called the Indemnitor(s), in consideration of said [illegible] CASUALTY AND SURETY COMPANY, or
Company or Companies which it may procure in substitution or as co-surety jointly with it (all hereinafter called the Company), executing
consenting to execute such bond or bonds as are herein applied for, it being understood that this application shall be deemed to cover all bo
or other obligations finally executed by the Company in connection with the contract hereinabove described, hereby covenant and agree with t
Company, its successors and assigns, as follows:

First: The indemnitor(s) will pay the Company the premiums herein agreed upon, to wit:

Proposal or Bid.

If the bond be a "Proposal" or "Bid" bond, ... Dollars, ($..................
in advance. If, however, such "Proposal" or "Bid" bond shall, by its terms, guarantee the faithful performance of the contract, or if no bo
guaranteeing such faithful performance will be required to supersede the said bond, then the regular charge for a contract bond, as provided
the Company's manual of rates, shall be paid by the indemnitor(s). If the proposal bond is superseded by a final bond of this Company, g
loving the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium
IF THE APPLICANT IS AWARDED THE CONTRACT THE APPLICANT SHALL
HIS "CONTRACT" BOND FROM THE COMPANY NOR SHALL
BOND.

26. If a corporation, answer these questions:
In what State incorporated? .... When incorporated? .... Principal office ....

27. **References:** Give only Engineers or Architects, or Owners, for whom you have done work.

NAME	ADDRESS	BUSINESS

The undersigned hereby affirm, that th[illegible]ing declarations made and answers given, [illegible] truth, without reservation, and are made for the purpose of inducing The Ætna Cas[illegible] and Surety Company, of Hartford, Conn., to [illegible]me or to procure surety and co-surety, if necessary, on whatever bonds may be required in connection with the project hereinbefore mentioned, all of which bonds are hereby appli[illegible] for and all of which will be referred to in the singular as "bond", and they hereby appoint said The Ætna Casualty and Surety Company agent for the procurement of such surety and co-surety.

The undersigned, hereinafter called the indemnitor(s), in consideration of said The Ætna Casualty and Surety Company, or any Company or Companies which it may procure in substitution of as co-surety jointly with it (all hereinafter called the Company), executing or consenting to execute such bond or bonds as are herein applied for, it being understood that this application shall be deemed to cover all bonds or other obligations finally executed by the Company in connection with the contract hereinabove described, hereby covenant and agree with the Company, its successors and assigns, as follows:

First: The indemnitor(s) will pay the Company the premiums herein agreed upon, to wit:

Proposal or Bid.
If the bond be a "Proposal" or "Bid" bond, ... Dollars, ($............), in advance. If, however, such "Proposal" or "Bid" bond shall, by its terms, guarantee the faithful performance of the contract, or if no bond guaranteeing such faithful performance will be required to supersede the said bond, then the regular charge for a contract bond, as provided in the Company's manual of rates, shall be paid by the indemnitor(s). If the proposal bond is superseded by a final bond of this Company, guaranteeing the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium for the contract bond.

IF THE APPLICANT IS AWARDED THE CONTRACT THE APPLICANT SHALL NOT BE OBLIGATED TO SECURE HIS "CONTRACT" BOND FROM THE COMPANY NOR SHALL THE COMPANY BE OBLIGATED TO SIGN SUCH BOND.

Contract Bond.
If the bond be a "Contract" bond or similar instrument, the terms of which guarantee the faithful performance of the contract, ... Fifty-four and 68/100 - - - - - - - - - Dollars, ($ 54.68) in advance, for the term of 2 years and annually thereafter a premium calculated at the rate of $ 7.50 per $1,000 of the total amount of such contract.
Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

Maintenance or Guarantee.
If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the indemnitor(s) agree to pay the Company in advance for the entire term of said maintenance guarantee a premium, calculated at the rate of $............ per $1,000, computed on the entire amount of the contract price. The contract premium, if there be no maintenance or guarantee, will be paid, as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent written legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office in the City of Hartford, Conn. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid, as above, only until the indemnitor(s) furnish the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.

Second: The indemnitor(s) will at all times indemnify and keep indemnified the Company, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney fees, whether incurred under retainer or salary or otherwise, which it shall or may at any time sustain or incur by reason or in consequence of its suretyship or procurement of suretyship in connection with all bonds or similar obligations referred to hereinbefore, or which it may sustain or incur in connection with any litigation, investigation, collection of premiums, or other matter connected with such suretyship, including any suit instituted to enforce the obligations of this agreement of indemnity; and the indemnitor(s) will pay over to the Company, its successors and assigns, all sums of money which it or its representative shall pay or cause to be paid, or become liable to pay on account of such suretyship, and on account of any damages, costs, charges, and expenses of whatsoever kind or nature in connection therewith as aforesaid, such payment to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid out such sum or any part thereof or not, and said Company is hereby authorized to prove such expenses, costs and attorney fees, in any action or proceeding and to include the same in any judgment.

The indemnitor(s) further agree that in the event of their failure to pay any premium charge when due, said premium shall forthwith be payable out of any fund then due or thereafter to become due from the obligee on account of the above mentioned contract covered by the bond, and upon the delivery to the obligee of a copy of this agreement with a notice of the non-payment of said premium, the obligee is authorized and directed to apply the fund as it accrues or so much thereof as may be necessary in payment of said premium and interest, costs, charges, expenses and attorney's fees pursuant to this agreement.

Third: That for the better protection of the said company, and as of the date hereof, the undersigned indemnitor(s) who are named as principal(s) in said bond do hereby assign, transfer and convey to the said Company all rights, title and interest in and to all the tools, plant, equipment and materials of every nature and description that the said principal(s) may now or hereafter have upon said work, or in or about the site thereof, or used in connection with the work and located elsewhere, including as well materials purchased for or chargeable to said contract, which might be in process of construction or storage elsewhere, or in transportation to said site, hereby assigning and conveying also all rights in and to all sub-contracts, which have been, or may hereafter be entered into, and the materials embraced therein, and the said principal(s) authorize and empower said company, its authorized agents or attorneys, to enter upon and take possession of such tools, plant, equipment, materials and sub-contracts, and enforce, use and enjoy such possession, upon the following conditions, viz.: This assignment shall be in full force and effect as of the date hereof: (1) Should the said principal(s) fail to pay any premium charge when due, or should they fail or be unable to complete, in accordance with its terms, any contract covered by a bond of this Company, or in the event the said principal(s) abandon the work under, or fail to comply with the terms or conditions of, any such contract. (2) If the said principal, being an individual, dies, absconds, is a fugitive from justice or is convicted of a felony. (3) If the principal(s) fail to pay bills incurred on the work, when they become due and payable, whether the company may be liable for such bills or not. (4) If any proceedings are brought against the principal(s) alleging that they are insolvent, or if any receiver or trustee for the benefit of creditors is appointed, whether such principal(s) are insolvent or not. (5) If any proceedings are brought which deprive the principal(s) of the use of any part of the equipment used in connection with the work under their contract so as to hinder, delay or impede the normal and satisfactory progress of the work.

Fourth: That the said company, as surety on said bond, as of this date, shall be subrogated to all rights, privileges and properties of the principal(s) in said contract, and said principal(s) do hereby assign, transfer and convey to said company all the deferred payments and retained percentages arising out of this contract, and any and all monies and properties that may be due and payable to said principal(s) at the time of the happening of any of the occurrences mentioned in clauses one, two, three, four and five of the next preceding paragraph, or that may thereafter become due and payable to said principal(s) on account of this contract or on account of extra work or materials supplied in connection therewith, hereby agreeing that all such monies and the proceeds of such payments and properties shall be the sole property of the said company, and to be by it credited upon any loss, damage, charge and expense sustained or incurred by it as above set forth under any bond of suretyship it has executed for the undersigned principal(s).

Fifth: Any security taken by the company, in connection with said bond, including the assignment of monies coming due from the contract, and the assignment of equipment and materials used on or in connection with such contract, may be held by the company, as a protection against any bond heretofore or hereafter executed by the company on behalf of the undersigned principal(s), and the company may sell or realize upon the said collateral at its discretion, at public or private sale, and with or without notice to the indemnitor(s) of the time or place of such sale, for the purpose of protecting itself against any claim, demand or loss under the said bond, or any other bond so outstanding, and, after indemnifying itself fully for any loss incurred on any bond issued at the request of the said principal(s), any balance, after such reimbursement, shall be paid to said principal(s), after all liability of the company has ceased to exist under said bond or bonds.

Sixth: That upon the making of any demand, or the giving of any notice, or the institution of any action or proceeding upon any claim, or preliminary to determining or fixing any liability which the surety may be called upon to discharge, by reason of such suretyship, the indemnitor(s) will immediately notify the surety thereof, in writing, at its Home Office in the City of Hartford, Conn.

Seventh: That it shall not be necessary for the company to give the indemnitor(s) notice of any act, fact or information, coming to the notice or knowledge of the company, concerning or affecting its rights or liability under said suretyship, or the rights or liability of the indemnitor(s) hereunder, notice of all such being hereby expressly waived.

Eighth: The indemnitor(s) agree to accept vouchers or affidavits of any loss paid by the Company under the bond herein applied for together with vouchers or affidavits of payment of all costs whatever, incurred by the Company in adjusting such loss, or in completing said contract, as conclusive evidence against the indemnitor(s) of the fact and extent of the indemnitor's liability, under said application, to the Company.

Ninth: That the company shall have the exclusive right for itself, and for the indemnitor(s), to decide and determine whether any claim, demand, liability, suit, action, order, judgment or adjudication, made or brought against the company and/or principal on said bond, jointly or severally, shall or shall not be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the indemnitor(s), and any order, judgment or adjudication made, entered or affirmed as a result thereof, or any loss, cost, charge, expense or liability thereby incurred, sustained or paid, shall be borne by the indemnitor(s) and the indemnitor(s) especially consent thereto.

Tenth: That in event any claim is filed with the company on the bond herein applied for, or if any suit is brought against the company on said bond or in connection therewith, the indemnitor(s) hereby covenant and agree to immediately on demand deposit with the company in current funds an amount sufficient to indemnify it up to the full amount claimed or sued for.

Eleventh: That no act or omission of the company in modifying, amending, limiting or extending any instrument executed by the company and no assent or refusal to assent by the company to any modifications, amendments, limitations or extensions of the original contract or any supplemental or other agreements whatever, shall in any wise affect the liability of the indemnitor(s) hereunder, nor shall the indemnitor(s) be released from this obligation by reason thereof; and it is further agreed that the company may alter, change, modify, amend, limit or extend any instrument and may execute renewals thereof, or other and new obligations in its place or in lieu thereof, or may assent to such alterations, changes, modifications, amendments, limitations or extensions of any instrument without notice to the indemnitor(s), notice being expressly waived, and in such case the indemnitor(s) shall be liable to the company as fully and to the same extent on account of any such changed, modified, limited or extended instrument or such renewals thereof, or other or new obligations in its place or in lieu thereof, as fully as if such instrument were described at length herein.

Twelfth: That these covenants shall be binding not only upon the indemnitor(s), jointly and severally, but as well upon their respective heirs, executors, administrators, successors and assigns, and the indemnitor(s) hereby affirm that their liability under this instrument is not dependent upon the procurement of any other signatures to same.

Thirteenth: The words indemnitor(s), applicant(s), and principal(s), or personal pronouns used to refer to said words, shall apply regardless of number or gender.

WITNESS the following signature(s) and seal(s) this ....**5th**.... day of ....**May**.... 19..**47**, homestead and all other exemptions being hereby expressly waived.

If applicant (the principal) an individual sign here: ....Loran Peto.... Applicant (Seal)

If applicant (the principals) a co-partnership sign here: .... Applicant (Seal)

Name of Firm

By: ....

If applicant (the principal) a corporation sign here: .... Applicant (Seal)

Name of Corporation

ATTEST: .... Secretary BY: .... President

NOTE: The applicant(s) who are principal(s) in said bond must always acknowledge this instrument before a Notary Public or other officer authorized to take acknowledgments. The signature of each indemnitor who is not an applicant must be witnessed but it need not be acknowledged before an officer. Where a co-partnership signs as indemnitor and not as applicant, firm name must be signed and also the signature of each member of the firm.

In consideration of The Ætna Casualty and Surety Company executing the bond hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.

If indemnitors are individuals sign here:

Witnesses: **INDEMNITORS:**

.... Witness as to .... (Seal)

.... Witness as to .... (Seal)

.... Witness as to .... (Seal)

If indemnitor a partnership sign here:

.... (Seal)

Name of Firm

Witness .... BY: .... (Seal)

Witness .... (Seal)

Witness .... (Seal)

Witness .... (Seal)

Members of Firm

STATE OF ....
COUNTY OF .... } ss.

On this .... day of .... 19...., before me personally appeared .... to me known to be the person or to represent the partnership or corporation that signed the foregoing instrument as applicant and acknowledged the execution of the same to me and on his oath did state that he executed the same with full authority.

....
Notary Public

FORM E-125R 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Sept. 4, 1952

Recken & Recken, Attorneys
Public Service Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. L. A. Recken

Dear Mr. Recken:

Re: State Highway Contract #2893
Loran Petro, Contractor
Aetna Casualty & Surety Co.,
Surety

Your letter of July 31, 1952, addressed to Mr. Glaisyer, has been referred to me, and I apologize for the delay in replying, which delay has been occasioned by an unusually large amount of work placed upon this office in the past few weeks.

It was pointed out by Mr. Glaisyer's letter of June 26, 1952, that our files indicate that all claims filed with the Highway Commission upon the above contract have been satisfied with the exception of the claim of Mike DeCicco & Sons in the amount of $783.91, the claim of the First National Bank of Hermiston in the amount of $500.00 and the claim of the Standard Oil Company in the amount of $207.93. In your letter, you advise that the claim of the Standard Oil Company has been paid in full, thereby leaving outstanding only the claims of Mike DeCicco & Sons and the First National Bank of Hermiston.

I am sympathetic with the position taken in your letter, for it appears that these two outstanding claims may not have been properly made against the above contract, particularly since the claimants have taken no action to collect the same; however, these claims have been filed with the Highway Commission and the Commission is thereby placed upon notice of such claims. I am in full accord with the general principles of law contained in the cases cited in your letter, particularly that of a surety who pays debts owed by his principal is entitled to rights of subrogation as to assets of his principal, and the right of a surety to money obtained upon a public contract is superior to that of an assignee claiming under an assignment by the contractor although the consideration of the assignment was money advanced which was used to pay labor and materials furnished in the performance of the contract. However, it is also a general rule of law that a surety may not share in assets of his principal held by a creditor by reason of his payment of the debts of the principal until such debts have been satisfied in full, and that if the surety has not fully paid all such debts of the principal, all unpaid laborers and materialmen have priority over the surety with respect to percentages retained by the public body.

Your attention is also respectfully invited to the provisions of O.C.L.A., Section 100-119, wherein it is provided that no assignment or funds earned under a contract for highway construction shall be approved or recognized by the Highway Commission which may in any way jeopardize the interest of persons furnishing labor or materials in connection with the performance of the contract, and that any assignment made before all claims and debts incurred in the performance of the work are paid shall be void as against the claims or debts incurred in connection with the performance of the work. Thus, it appears that should these two contested claims be valid, these claimants would have priority rights in the retained percentage over the surety company, even though the surety company has received an assignment from the contractor as well as having its rights of subrogation. It is not our purpose, however, to make it difficult for the surety company to collect these retained percentages or to force a company to spend unwarranted sums of money in Court action, and we are willing to make payment to the surety company provided the Highway Commission is properly protected.

It is my opinion that to fully protect the Highway Commission, we should be supplied with (1) a signed copy of Mr. Petro's application for the bond, whereby he makes an assignment of all of his earnings under the contract to the surety company; (2) a signed copy of the release of the Standard Oil Company, and (3) a signed agreement of the surety indemnifying the Highway Commission against any loss by reason of the outstanding claims of Mike DeCicco & Sons and the First National Bank of Hermiston.

You advise in your letter that if a Court should find that these two claims are entitled to be paid under the bond, the Company would make payment, and that the Company will do everything in its power to protect the State Highway Commission, so I assume the Company will have no objection to providing the Commission with some simple agreement indemnifying the State, the State Highway Commission and members thereof, its officers, agents and employees from all loss and liability by reason of the two outstanding claims.

Upon being furnished the above three documents, we shall immediately make payment of the retained percentage on Contract No. 2893 to the Aetna Casualty & Surety Co. I trust that this procedure will meet with your approval, and if we can in any other way cooperate in this matter, please advise.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:FRC

Mr. E. B. Glaisyer

Salem, Oregon
August 7, 1952

C. W. Enfield

Dear Mr. Enfield:

I hand you herewith a letter that I have received from Mr. L. A. Recken of the law firm of Recken & Recken, Public Service Building, Portland 4, Oregon concerning release of final payment in connection with Loran Petro's contract with the State Highway Commission, being State Highway Contract No. 2893, for construction of the Umatilla River Dike Project on the Umatilla-Boardman-Stanfield Highway in Umatilla County.

You will note that Mr. Recken has asked me to show you this letter and to write him again after you have given his arguments consideration. Will you kindly prepare a suggested reply. In the event that you should wish to discuss this with me or look over the files, I will be glad to respond upon request.

Thanks a lot.

Very truly yours,

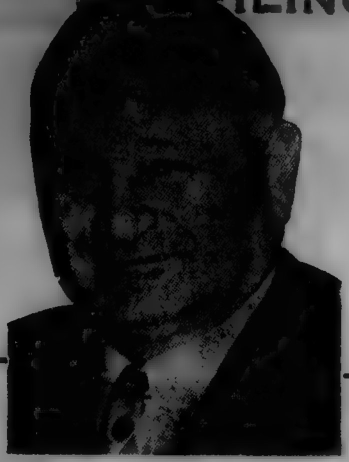
Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Att.

(Mr. Recken's letter is attached to the original letter to Mr. Enfield)

RECEIVED
FOR FILING


MIKE

MIKE DE CICCO AND SON

MAIN OFFICE—2920-2940 S. W. CORBETT
PORTLAND 1, OREGON

RADIO AND APPLIANCE STORE
2920-2940 S. W. CORBETT

ATWATER 9497-98
ATWATER 0308

WAREHOUSE 2321-37 S. W. WATER
TERMINAL WHSE. 2220-2330 S. W. WATER

June 28, 1952

30-
2893

Mr. H. B. Glaisyer
Secretary, OREGON STATE HIGHWAY COMMISSION
State Highway Department
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

We have your letter of June 26th regarding account of a Mr. Petro in connection with his contract #2893 with the State Highway Commission.

We have no record of any payment toward liquidating the $783.91 for tires purchased by him on this contract.

Very truly yours,

MIKE DE CICCO AND SON

Cy C. Lindley,
Credit Manager

BY SECRETARY

F. QUERY

CCL:bf

RECEIVED

NOTED ON CARD
6-28-52

JOBBERS GILLETTE TIRES FOR S. W. WASHINGTON and THE STATE OF OREGON

RECEIVED
AUG 29 1952
FOR FILING

30 1135

[illegible]73

June 26, 1952

Mr. L. A. Recken
Attorney at Law
Public Service Building
Portland, Oregon

Dear Mr. Recken:

Regarding payment of the final estimate in connection with State Highway Contract #2893 awarded to Loran Petro for construction of an embankment on the Umatilla River Dike Section of the Boardman-Stanfield Highway which we discussed yesterday, I wish to say that I have consulted with the Highway Commission's Chief Counsel, Mr. C. W. Enfield. Mr. Enfield is of the opinion that we can pay the final estimate to the Aetna Casualty and Surety Company by utilizing the assignment contained in Mr. Petro's application for the bond, provided you will furnish this office with the original of that application bearing Mr. Petro's signature. If you will do that, we will have a new warrant prepared, payable to Loran Petro, assigned to the Aetna Casualty and Surety Company.

Payment in this manner, of course, is continued upon the State Highway Commission being furnished evidence to the effect that the remaining claims on record in this office have been satisfied. As you will recall, these were the claims of Mike DeCicco & Sons in the amount of $783.91, the claim the First National Bank of Hermiston in the amount of $500.00, and the claim of the Standard Oil Company in the amount of $207.93.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

F. K

mrs [illegible]

RECEIVED
JUN 26 1952
FOR FILING

30-1135
2893

June 26, 1952

Mike DeCicco & Sons
2940 Corbett Avenue
Portland, Oregon

Gentlemen:

On February 4, 1948 you filed with the Secretary of State a claim against Loran Petro in the amount of $783.91 representing tires that you sold to Mr. Petro in connection with his contract #2893 with the State Highway Commission for construction of an embankment on the Umatilla River Dike Section of the Boardman-Stanfield Highway in Umatilla County.

In order to complete the Highway Commission's files, will you kindly advise whether or not this claim has been satisfied. An early reply will be appreciated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

NOTED ON CARD
6-26-52

ECEIVED
JUN 23 1948
FOR FILING

[illegible]

30 - 1135

June 22, 1948

The Aetna Casualty and Surety Company
Claim Department
George A. Mercer, Adjuster
310 Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead
Adjuster

Dear Mr. Shead:

Thank you very much for the executed copy of the release in connection with the claim of the Stanfield Irrigation District against Loren Petre for work on the Umatilla River Dike Project, State Highway Contract No. 2893, which you forwarded with your letter of June 18.

This release will be filed in the Commission's record of this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Mr. Floyd Query

NOTED ON CARD

6-22-48

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
GEORGE A. MERCER, ADJUSTER
310 YEON BUILDING

PORTLAND 4, ORE.

June 18, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: Contract 2893
Loran Petro
Umatilla River Dike Project

Gentlemen:

We enclose herewith an executed signed copy of the release in connection with the claim of the Stanfield Irrigation District.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

By: O. D. Shead, Adjuster

ODS/mj

Encl.

NOTED ON CARD
~~6-21-48~~ gc

REFERRED TO
Glaisyer
BY SECRETARY

Acknowledge with thanks.
Send a card.
How many claims left?
2893

2 claims. Irrig. Dist.
[illegible]

6-22-48 [illegible]

RECEIVED
JUN 21 1948
OREGON
STATE HIGHWAY COMMISSION

2

RELEASE

In consideration of the payment of Two Hundred Eighty-seven and 27/100- - - - - - - - - - - - - - to us made by the Aetna Casualty and Surety Company, receipt of which is hereby acknowledged, the undersigned, Stanfield Irrigation District hereby releases and discharges the said Aetna Casualty and Surety Company of and from all liability under that certain Bond No. 42 S 9301 executed to cover the operations of Loran Petro in connection with his contract No.2893 - Umatilla River Dike Project

In further consideration of said payment Stanfield Irrigation District hereby assigns, transfers and sets-over to the said Aetna Casualty and Surety Company all its right, title and interest in its claim against Loran Petro to the extent of the above payment.

Dated at Stanfield, Oregon this 16 day of June 19 48

Witness

Stanfield Irrigation Dist.
By Mabel M. Richards
Secy - Treas

Files

RECEIVED
MAY 0 1948
FOR FILING

30 - 1135

May 3, 1948

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead, Adjuster

Dear Mr. Shead:

You have by this time received a letter from the Highway Commission's Chief Counsel, Mr. J. M. Devers, dated April 30, concerning payment of the final estimate in connection with the Loren Petre Contract No. 2893, for the Umatilla River Dike Project. Pursuant to the information given you in the last paragraph of that letter, I am enclosing a final warrant in connection with this job--being Check No. E318134 in the amount of $505.17. I am pleased to be able to accommodate you in this regard.

Referring to your letter of April 29, 1948, with respect to the same subject, I wish to acknowledge the release which was attached thereto from Shockman and Sons, by which this creditor releases and discharges the Aetna Casualty and Surety Company in connection with the bond furnished by Mr. Petre in connection with this job. Our records are being corrected accordingly.

Respectfully yours,

Secretary,
OREGON STATE HIGHWAY COMMISSION

KBG:jb

Registered Mail

NOTED ON CARD
6-3-48, gl

REFERRED TO
Querry - Mrs Lewis record all of this on the card
BY SECRETARY
HKS

~~OFFICE COPY~~

SENT TO Shead
DATE 5-3-48

April 30, 1948

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Re: 16304 - Contract 2893
Loran Petre
Umatilla River Dike
Project

Attention: Mr. O. D. Shead, Adjuster

Gentlemen:

Mr. Glaizyer has just handed me your letter dated April twenty-ninth relative to final settlement on the above contract.

It appears that the contractor, after completion of his contract but before final settlement was made, passed away, and so far as we are advised, no administrator has been appointed.

I have found it necessary to advise the Highway Commission to draw the warrant or check covering the final payment and make it in favor of Loran Petre, the contractor.

I appreciate that the contractor's surety is subrogated to monies due the contractor to the extent that the surety company may have paid the contractor's debts which were incurred in connection with the performance of his contract, but any voluntary payment by the State to the surety of monies due the contractor would necessarily have to be with the approval and consent of the contractor or pursuant to court order. The contractor is deceased, and so far as the contract is concerned, the contractor's interests should be taken care of by an administrator with whom the Highway Commission could negotiate and carry on business.

I have advised the Commission, as I have already stated, to make the warrant or check payable to the contractor and mail the same to the contractor's surety; this, however, with the understanding that the funds will be used for the payment of debts incurred by the contractor in the performance of his contract with the State. Mr. Glaizyer, Secretary to the Commission, will, therefore, mail to you such check or checks as may be drawn by the Highway Commission in payment of monies earned under the Petre contract.

Yours very truly,

NOTED ON CARD
4-30-48 g(

J. M. DEVERS

JMD:avk

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
GEORGE A. MERCER, ADJUSTER
308 YEON BUILDING

PORTLAND 4, ORE.

April 29, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: 16304 - Contract 2893
Loran Petro
Umatilla River Dike Project

Dear Mr. Glaisyer:

You will find enclosed at this time a release and assignment executed by Shockman and Sons in the amount of $163.00 which represents full satisfaction of their claim on file against the retained percentage fund of the above captioned contract.

You informed me by telephone the other day that the Legal Department would not consent to issuance of a check in the amount of the retained percentage direct to the AEtna Casualty and Surety Company. In line with my conversation with you I wish to advise that the Company is willing to provide you with an agreement to indemnify and hold the Highway Commission harmless upon payment of the entire retained percentage direct to the AEtna Casualty and Surety Company. If your Legal Department will not go along on that basis we would appreciate your returning the previous check forwarded to us payable to Loran Petro and we will endeavor to have the administratrix of the estate provide the necessary endorsement in order that these funds may be credited against the incurred and anticipated loss under our bond contract.

I would appreciate hearing from you at your early convenience and I wich to take this opportunity of thanking you for your whole-hearted cooperation.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O. D. Shead

By: O. D. Shead, Adjuster

ODS/mj

Encl.

4-29-48 gl

RECEIVED
APR 30 1948
OREGON
STATE HIGHWAY COMMISSION

RELEASE

In consideration of the payment of One Hundred Sixty-three and no/100- - - - - - - - - - - - - - -to us made by the Ætna Casualty and Surety Company, receipt of which is hereby acknowledged, the undersigned, Shockman & Sons hereby releases and discharges the said Ætna Casualty and Surety Company of and from all liability under that certain Bond No. 42 8 9301 executed to cover the operations of Loran Petro in connection with his contract #2893 - Umatilla River Dike Project

In further consideration of said payment Shockman & Sons hereby assigns, transfers and sets-over to the said Ætna Casualty and Surety Company all its right, title and interest in its claim against Loran Petro to the extent of the above payment.

Dated at Hermiston, Oregon this 19th day of April 1948

Shockman & Sons
Wesley Shockman Partner

Witness
Ladd Sherman
Nottary Public For Oregon
My Commission Expires July 17, 1950

FORM E-120A 10M 2-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

30-1135

Apr. 29, 1948

Mr. George A. Mercer, Adjuster
The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. O. D. Shead, Adjuster

Dear Mr. Shead:

Re: 16304 - Contract 2893
Loran Petro
Umatilla River Dike Project

Reference is made to your letter of April 15, addressed to Mr. H. B. Glaisyer, Secretary of the Commission, and returning State draft No. R 318134, payable to Loran Petro, in the amount of $505.17.

We do not have in our files any assignment of the funds to your Company other than the assignment contained in your general indemnity agreement with Petro, a copy of which has been forwarded to the Commission's offices.

It has not been the policy of the Commission to give effect to assignments contained within indemnity agreements. It is appreciated that the claims on file against this contract far exceed the amount retained by the State. At such time as these claims are satisfied and discharged, consideration will be given to the assignment of the retained percentages to your Company. Prior to the payment of claims, however, we do not believe that your Company has been subrogated so that it would, so far as the State is concerned, be entitled to an assignment of the retained percentages.

We trust that this procedure is satisfactory to you.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:FRC
cc- Mr. H. B. Glaisyer

Files

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FOR FILING

FORM [illegible]

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS

MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

April 12, 1948

30-1135

Re: 16304

Mr. George A. Mercer, Adjuster
Claim Department
The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead
Adjuster

Dear Sir:

Inclosed is warrant No. 318134, in favor of Loran Petro, for $505.17, which is the final payment in connection with his Contract No. 2893 with the State Highway Commission for the Umatilla River Dyke Project on the Boardman-Stanfield Highway in Umatilla County.

This payment is mailed to you in accordance with Mr. H. B. Glaisyer's request and his letter to you of April 8, 1948.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

by________________
Accounting Division

w
encl.
cc: Loran Petro
Box 549
Hermiston, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD

4-12-48

REFERRED TO
[illegible]
BY SECRETARY

[illegible] on the card –
[illegible]

STATE HIGHWAY COMMISS
OREGON
SALEM

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

RECEIVED
FOR FILING

April 12, 1948

Mr. George A. Mercer, Adjust
Claim Department
The Aetna Casualty and Su
308 Yeon Building
Portland 4, Oregon

Attention: Mr. O. D.
Adjuster

Dear Sir:

Inclose

. Glaisyer: R 13 1948

This is your copy of our letter to Mr. Mercer of The Aetna Cas. & Surety Co. in which Mr. Petro's warrant was inclosed.

aaw

NOTED
H. B. GLAISYER

Files

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FOR FILING

30-1135

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 12, 1948

SUBJECT: Request for release of warrants on final estimates.

To:

Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	16304	2893	3-Final	Loran Petro	505.17	318134	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Mr. Petro's warrant is mailed to the Adjuster of the Aetna Cas. & Surety Co -(Geo. A. Mercer) as per your request, but as a matter of form that we have your final release on file, I am submitting this form to you.

SRW

ACCOUNTING DIVISION

By ____________________
Bookkeeping Dept.

NOTED ON CARD

4-13-48 gl

Approved ____________________
Secretary

Files

RECEIVED
APR 14 1948
FOR FILING

30-1135

April 8, 1948

Mr. George A. Mercer, Adjuster
Claim Department
The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. C. D. Shead
Adjuster

Dear Sir:

I have just received your letter of April 7 regarding the claims that have been filed against the contract of Mr. Loren Petre with the State Highway Commission for the Umatilla River Dike Project on the Boardman-Stanfield Highway, Umatilla County, State Highway Contract No. 2893.

I note that Mr. Petre has approved payment of one claim, being that of Shockman and Sons in the amount of $163, and wishes the State Highway Commission to pay such sum of money direct to Shockman and Sons. You mention that you are enclosing a written authorization signed by Mr. Petre directing the State Highway Department to pay this claim in this manner. The authorization you mention was not enclosed in your letter, nevertheless, we could not approve it because it is contrary to the policy and practice of this Department to pay claims in this manner.

I have discussed this matter with the State Highway Commission's Chief Counsel, Mr. J. M. Devers, and we have concluded that the proper thing to do is to forward to you the warrant representing the final payment in connection with this job, which warrant is in the amount of $505.17, and in conformity therewith, I am today instructing the Chief Auditor immediately to release the warrant that he is holding in his office. This warrant is made payable to the order of Mr. Loren Petre. It is being mailed to you for distribution with the understanding that it will be applied toward the payment of legitimate claims outstanding against the contract and not otherwise.

Mr. George A. Mercer
Page 2
April 8, 1948

Outstanding claims of record with this Department against this job are as follows:

Shockman and Sons	$ 143.00
Stanfield Irrigation District	285.27
Standard Oil Company	207.93
Mike DeCiese	763.92
First National Bank of Hermiston	500.00

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 4/9

cc - Mr. Loran Petre
Shockman and Sons
First National Bank of Hermiston
Standard Oil Company of California
Mike DeCiese
Mr. Malcolm Hanks, Attn. Miss Wicklander
Stanfield Irrigation District

NOTED ON CARD

4-8-48 gs

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

DEPARTMENT
A. MERCER, ADJUSTER
VEON BUILDING

PORTLAND 4, ORE.

April 7, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: Contract #2893
Loran Petro

Dear Sir:

A number of claims have been filed against the above captioned contract and Mr. Petro has approved payment of one claim so far which was submitted by Shockman and Sons of Hermiston in the amount of $163. You will find enclosed a written authorization signed by Mr. Petro and directed to your department to pay out of the retained percentage fund the claim on file of the Shockman Company direct to them.

not attached

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O. D. Shead

By: O. D. Shead, Adjuster

ODS/mj

Encl.

[illegible] fund - $505.17

9-?-48

Shockman – [illegible]	163.00 ??
[illegible]	500.00
[illegible]	285.25
[illegible]	20?.63
[illegible] Co	113.91
[illegible]	
	194?.??

RECEIVED
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 25 1948
FOR FILING

30-1135

February 9, 1948

Virgil Colombo
Attorney at Law
310 Failing Building
Portland, 4, Oregon

Dear Mr. Colombo:

This is to acknowledge receipt of a carbon copy of a claim filed by you with the Secretary of State, in favor of Mike DeCicco and Sons in the amount of $783.91. This claim is against Loran Petro, for his bond on Contract No. 2893, for work on the Umatilla River Dike Project, adjacent to Boardman-Stanfield Highway in Umatilla County, Oregon.

For your further information, we received this morning a copy of the same claim filed by you with the Secretary of State.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:jb

record on card

VIRGIL COLOMBO
ATTORNEY AT LAW
310 FAILING BUILDING
PORTLAND 4, OREGON
ATWATER 4382

February 4, 1948

Secretary of State,
Salem, Ore.

Dear Sir:

I enclose herewith notice of claim in favor of Mike DeCicco and Sons against a bond for faithful performance concerning a project entered into with the State Highway Commission.

In compliance with Oregon Compiled Laws Annotated, Sec. 98-101, I submit herewith the necessary notice to be filed with your office in order to proceed against the bondsman in that particular project.

Very truly yours,

Virgil Colombo

VIRGIL COLOMBO

VC:AG
Enc.

cc-State Highway Commission

REFERRED TO
Query
BY SECRETARY

acknowledge receipt
record on card
send copy to surety and contractor
HHB

RECEIVED
FEB 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 10 1948
FOR FILING

30-1135

February 9, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed by Mike DeCicco and Sons in the sum of $783.91, for tires, against the bond taken from Loren Petro in connection with Highway Contract No. 2993, for embankment work on the Umatilla Dike Project in Umatilla County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 6, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received from Virgil Colombo, 310 Failing Building Portland, a notice of claim by Mike DeCicco and Sons for tires furnished in the sum of $783,91 against the bond taken from Loran Petro, principal and The Aetna Casualty and Surety Company, surety, in connection with Highway Contract No. 2893 for embankment work on the Umatilla River Dike Project in Umatilla County.

The claim has been filed today, file No. 3104 and enclosed are copies for your information and files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

REFERRED TO
[illegible]
BY SECRETARY

acknowledge
[illegible]
[illegible] – one to contractor –
send 1 copy to [illegible]
HMS

RECEIVED
FEB 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 10 1948
FOR FILING

3[illegible]-1155

February 9, 1948

Aetna Casualty and Surety Company
Hartford, 15,
Connecticut

Gentlemen:

We are attaching hereto a copy of a claim received today from the Secretary of State, filed by Virgil Colombo for Mike DeCicco and Sons in the amount of $783.91.

This claim bears the number 3104 and is for tires purchased by Mr. Loran Petro from Mike DeCicco and Sons.

This information is furnished to you, as your company appears as surety on the bond for Mr. Petro in connection with Contract No. 2893 for embankment work on the Umatilla Dike Project in Umatilla County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:jb
Enc.

cc - Bates, Lively & Pearson
Yeon Building,
Portland, 4, Oregon
cc - Mr. Loran Petro
Hermiston,
Oregon

NOTED ON CARD

COPY

OFFICE COPY

Portland, Oregon
Feb. 4, 1948

State Highway Commission,
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned Mike DeCicco and Sons, have a claim for the payment of tires in the sum of $783.91 against the bond taken from the Aetna Casualty and Surety Company, for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland, Multnomah County, Oregon, for the work of Loran Petro in his contract with the State Highway Commission, contract No. 2893, and described as embankment work on the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County, Oregon.

MIKE DeCICCO AND SONS

By MIKE M. DeCICCO

ENDORSED:

File No.3104
Filed February 6, 1948
Earl T. Newbry,
Secretary of State

RECEIVED
FEB 9 1948
FOR FILING
30-[illegible]
2893

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

FIDELITY AND SURETY CLAIM
DEPARTMENT

NOTED
H. B. GLAISYER

February 5, 1948

H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

SUBJECT: Claim S-26088 - Loran Petro - State of Oregon

Dear Sir:

This is to acknowledge receipt of your letter of January 30th advising of receipt of letter from Attorney Virgil Colombo of claim of his client, Mr. Mike DeCicco.

Matters pertaining to this contract are under investigation by our Portland, Oregon Office and such attention as is necessary will be given the matter.

Yours very truly,

Chas H. Olano
Chief Adjuster

C.H.Olano
ESM

RECEIVED
FEB 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 4 1948
FOR FILING

30-1135

January 30, 1948

Mr. Virgil Colombo
Attorney at Law
310 Failing Building
Portland 4, Oregon

Dear Mr. Colombo:

Reply is made to your letter of January 29, 1948, advising that your client, Mike DeCicco, has a claim against Mr. Loran Petro arising out of Mr. Petro's contract with the State Highway Commission for the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County, and inquiring as to the procedure required to collect the amount of the claim.

To give you the information I enclose a mimeographed copy of the portion of the Oregon Laws covering the subject. You will note that it is necessary to file an affidavit of claim with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and acceptance of it by the State Highway Commission. The Highway Commission would appreciate a copy of the notice that you send to the Secretary of State.

The project to which you refer is known as State Highway Contract No. 2893 and is described as embankment work on the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County. The bond furnished by Mr. Petro in connection therewith was written by The Aetna Casualty and Surety Company, for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co
Enc.
cc - Mr. Floyd Query

NOTED ON CARD

1-30-48 gl

January 30, 1948

The Aetna Casualty and Surety Company
Hartford 15
Connecticut

Gentlemen:

This note is to inform you that we have today received a letter from Mr. Virgil Colombo, attorney at law, Portland, advising that his client, Mr. Mike DeCicco, has a claim against Loran Petre, arising out of Mr. Petre's contract, No. 2893, with the State Highway Commission for the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County, Oregon.

We were not advised of the details of this claim or of the amount claimed, but we are passing this information on to you since you appear as surety on the bond furnished by Mr. Petre in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - The Aetna Casualty and Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland 4, Oregon

Mr. Loran Petre
Hermiston, Oregon

Mr. Floyd Query

NOTED ON CARD

VIRGIL COLOMBO
ATTORNEY AT LAW
310 FAILING BUILDING
PORTLAND 4, OREGON
ATWATER 4382

January 29, 1948

State Highway Department,
Salem, Ore.

Gentlemen:

I have been advised by Mr. Mike DeCicco that certain parties by the name of Howard and Loren Petro were employed by your department at Hermiston, Oregon, during the year 1947, and further that they were bonded for the payment of all debts and obligations incurred during the performance of duties while working on your project.

Mr. DeCicco has turned over to me an obligation so incurred, for collection.

Please advise me as to what recourse can be had.

Very truly yours,

Virgil Colombo

VC:AG

VIRGIL COLOMBO

NOTE TO Jean
DATE 1-30

NOTED ON CARD

ANSWERED
R. B. [illegible]

RECEIVED
J[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 26 1948
~~FOR~~ FILING

30-1135
2893

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

FIDELITY AND SURETY CLAIM
DEPARTMENT

January 20, 1948

H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

SUBJECT: Claim S-26088 - Loran Petro - State of Oregon

NOTED
H. B. GLAISYER

Dear Sir:

We have your letter of January 13th enclosing copy of notice of claim filed by Standard Oil Company in the amount of $207.93.

Matters pertaining to this contract are under investigation by our Portland, Oregon Office.

We thank you for the service.

Yours very truly,

Chas H. Olano
Chief Adjuster

C.H.Olano
ESM

RECEIVED
[illegible] 6 1948
STATE HIGH [illegible] ISSION

RECEIVED
JAN 15 1948
FOR FILING

3a-1135

January 13, 1948

Hon. Earl T. Newbry
Secretary of State

Capitol Building

Dear Sir:

This acknowledges receipt of your letter of January 8, enclosing copies of a claim in the amount of $207.93, which has been filed in your office by the Standard Oil Company of California against the bond taken from Loran Petre in connection with State Highway Contract No. 2893, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County.

In accordance with our usual practice, we are today notifying the surety and the contractor that this claim has been filed.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

REFERRED TO
Mrs Lewis
BY SECRETARY

Have you recorded this on card?

RECEIVED
JAN 15 1948
FOR FILING

30-1135

January 13,1948

The Aetna Casualty and Surety Co.
Hartford 15, Conn.

Gentlemen:

Attached hereto is a copy of a claim in the amount of $207.93, which has been filed in the office of the Secretary of State by the Standard Oil Company of California against the bond taken from Loran Petro, in connection with State Highway Contract No. 2893, for the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

cc: Bates,Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

Loran Petro
Hermiston
Oregon

NOTED ON CARD
1-13-48, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 8, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 24, 1947, a notice of claim by the Standard Oil Company of California, for products and materials furnished in the sum of $207.93 against the bond taken from Loren Petrow, as principal, and Aetna Casualty and Surety Company, as surety, for work on the dike on the Umatilla River, our File No. 3102.

Enclosed are copies of the notice of claim for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FM

ENC.

RECEIVED
JAN 9 1948
OREGON
STATE HIGHWAY COMMISSION

COPY

NOTICE

To the SECRETARY of the STATE OF OREGON
and to the STATE HIGHWAY COMMISSION THEREOF

Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, a Delaware corporation, has a claim for its products and materials furnished Loren Petrow, in the sum of $207.93, against the bond taken from said Loren Petrow and the Aetna Casualty and Surety Company, the surety thereon, and against any and all retained percentages, if any, the State of Oregon may have withheld from said Loren Petrow.

The materials and products above mentioned were furnished to the said Loren Petrow in connection with a contract he had for the erection of a dike on the Umatilla River two miles south of Stanfield, Oregon, being job No. 2893 as registered with the State Highway Department of Oregon.

Dated this 23rd day of December, 1947.

STANDARD OIL COMPANY OF CALIFORNIA,
a Corporation

By LESTER EDGE

Its Attorney and Agent

COPY

AFFIDAVIT

State of Washington)
County of Spokane) ss.

LESTER EDGE, being duly sworn, on oath says: That he is attorney and agent for the Standard Oil Company of California and is representing them in a claim for $207.93 against Loren Petrow on account of materials and products furnished on job No. 2893 in connection with a contract he had for the erection of a dike on the Umatilla River two miles south of Stanfield, Oregon.

That in some of the invoices and letters this name is occasionally spelled Petro, and at other times spelled Petrow. Affiant has made inquiry and on oath states that he believes they are one and the same person.

LESTER EDGE

Subscribed and sworn to before me this 23rd day of December, 1947.

ANN MC GUIRE

Notary Public in and for the
State of Washington, residing
at Spokane

My Commission expires Jan. 21, 1951

(Seal)

ENDORSED - File No. 3102
Filed December 24, 1947
EARL T. NEWBRY, Secretary of State

January 2, 1948

Extra copy

Mr. F. B. Swayze
The First National Bank
Hermiston, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

The Secretary to the Commission has referred to me for reply your letter of December eighteenth relative to moneys due for work performed by Leran Petro under his Contract No. 2893 with the State of Oregon.

By virtue of the provisions of the contract and by statutory provision, moneys earned under a highway contract are in a sense trust funds for the payment of claims or debts incurred by the contractor in the performance of the contract. The contractor's surety or bonding company is responsible to the extent of the amount of the bond for the payment of all debts incurred by the contractor in the performance of his work. Necessarily, the surety company can claim the right of subrogation. In other words, if the surety is called upon to pay the debts of the contractor, the surety company can claim a right to the moneys earned under the contract, but if the moneys earned under the contract are not sufficient to pay the debts, then the surety company is responsible for the balance up to the amount of the bond.

The surety company has called upon the State to make payments to the surety company of money earned. If the bank has a legitimate claim against the contractor incurred in connection with the performance of the work, then, in my opinion, the bank can look to the surety company for protection the same as any other claimant.

If the contractor had assigned to the bank moneys earned under the contract and the surety company had consented to the assignment, then the surety company could not object to the money being turned over to the bank to the extent of the assignment.

Yours very truly,

J. M. DEVERS

JMD:avh

NOTED
F. QUERY

RECEIVED
JAN 12 1948
FOR FILING

30-1135

December 29, 1947

The Aetna Casualty and Surety Co.
Hartford 15, Conn.

Gentlemen:

Attached hereto is a copy of a claim in the amount of $285.27, which has been filed in the office of the Secretary of State by the Stanfield Irrigation District against the bond taken from Loran Petre, in connection with State Highway Contract No. 2893, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

cc: Bates, Lively & Pearson, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED
H. B. GLAISYER

Loran Petre
Hermiston
Oregon

NOTED ON CARD
12-29-47

COPY

DIRECTORS:
Henry Kopacz
H.J.Stillings
C.E.Herrick

HENRY KOPACZ
President
C.E. HERRICK
Vice President
LEO CLARK
Project Manager
MABEL M. RICHARDS
Secretary-Treasurer

STANFIELD IRRIGATION DISTRICT
Stanfield, Oregon

December 5, 1947

Secretary of State
Salem, Oregon

Dear Sir:

We enclose herewith a claim against Loran Petro as follows:

NOTICE IS HEREBY GIVEN that the undersigned, the Stanfiekd Irrigation District, of Stanfield, Oregon, has a claim for labor with D 6 Tractor, dozer and carryall as follows:

33½ hours with the above mentioned equipment @ $10.00 per hour	$335.00
Less credit for operator's wages- 25½ hours @ $1.95 per hr.	49.73
	$ 285.27

against the bond taken by Loran Petro for work done on dike on the Umatilla River through the Correa farms to protect the Boardman- Pendleton Highway from floods.

STANFIELD IRRIGATION DISTRICT

BY MABEL M. RICHARDS
Scey-Treas.

ENDORSED - File No. 3100
Filed December 15, 1947
EARL T. NEWBRY, Secretary of State

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 15, 1947

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Stanfield Irrigation District, for labor furnished in the sum of $285.27 against the bond taken from Loran Petro for work on the dike on the Umatilla River, to protect the Boardman-Pendleton Highway from Floods. File #3100.

Three copies of the claim are enclosed for your records.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

RECEIVED
DEC 23 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 12 1948
FOR FILING

30-1135

December 29, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Bldg.
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 15, enclosing copies of a claim in the amount of $285.27, which has been filed in your office by the Stanfield Irrigation District against the bond taken from Loren Petre in connection with State Highway Contract No. 2893, covering the Umatilla River Dike Project, in Umatilla County, on the Boardman-Stanfield Highway.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

NOTED
H. B. GLAISYER

NOTED ON CARD
12-29-47 jl

30-1135
2893

December 26, 1947

Mr. F. B. Swayze
President, The First National Bank
Hermiston, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Swayze:

This will acknowledge your letter of December 18 regarding the status of your claim against Mr. Loran Petro on Contract No. 2893 for the Umatilla River Dike Project.

Your letter is being referred to the legal counsel for a determination of the status of your claim. I am not attempting to make any solution to this myself as I am not too conversant with the nature of the various claims involved.

Mr. Glaisyer, as you may know, is on vacation at this time and is not expected back here before January 10, 1948; however, to insure your request of fair and serious consideration, we are referring your letter to Mr. J. M. Devers, Chief Counsel for the State Highway Commission.

Respectfully yours,

Floyd A. Query
Acting Secretary

FAQ:co

cc - Mr. J. M. Devers

RECEIVED
FEB 5
FOR FILING

LESTER P. EDGE
HARRY T. DAVENPORT
LESTER P. EDGE, JR.
H. E. BARETTE

LAW OFFICES OF
EDGE, DAVENPORT & EDGE
PAULSEN BUILDING
SPOKANE 8, WASHINGTON

30-1135

December 23, 1947

State Highway Commission of Oregon
Salem, Oregon

Re: Highway Job #2893 - Loren Petrow
Dike on Umatilla River

Gentlemen:

We have filed the original of the attached copy of claim with the Secretary of State of Oregon, and also have sent a copy to the Surety Company on Petrow's bond.

We trust this is all in order.

Very truly yours,

Lester Edge

LEam

Encl.

RECEIVED
DEC 26 1947
OREGON
STATE HIGHWAY COMMISSION

NOTICE

To the SECRETARY of the STATE OF OREGON
and to the STATE HIGHWAY COMMISSION THEREOF

Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, a Delaware corporation, has a claim for its products and materials furnished Loren Petrow, in the sum of $207.93, against the bond taken from said Loren Petrow and the Aetna Casualty and Surety Company, the surety thereon, and against any and all retained percentages, if any, the State of Oregon may have withheld from said Loren Petrow.

The materials and products above mentioned were furnished to the said Loren Petrow in connection with a contract he had for the erection of a dike on the Umatilla River two miles south of Stanfield, Oregon, being job No. 2893 as registered with the State Highway Department of Oregon.

Dated this 23rd day of December, 1947.

STANDARD OIL COMPANY OF CALIFORNIA,
a Corporation

By Lester Edge

Its Attorney and Agent

AFFIDAVIT

State of Washington)
County of Spokane) ss.

LESTER EDGE, being duly sworn, on oath says: That he is attorney and agent for the Standard Oil Company of California and is representing them in a claim for $207.93 against Loren Petrow on account of materials and products furnished on job No. 2893 in connection with a contract he had for the erection of a dike on the Umatilla River two miles south of Stanfield, Oregon.

That in some of the invoices and letters this name is occasionally spelled Petro, and at other times spelled Petrow. Affiant has made inquiry and on oath states that he believes they are one and the same person.

LESTER EDGE

Subscribed and sworn to before me this 23rd day of December, 1947.

Ann McGuire
Notary Public in and for the
State of Washington, residing
at Spokane

My Commission expires Jan. 21,1951

Files 2

RECEIVED
DEC 30 1947
FOR FILING

30-1135

December 18, 1947

Edge, Davenport & Edge
Attorneys at Law
Paulsen Building
Spokane 8, Washington

Attention: Mr. Lester P. Edge

Dear Mr. Edge:

This acknowledges your letter of December 16, advising that the Standard Oil Company of California has a claim against Loran Petro, state highway contractor, such claim arising out of his contract, No. 2893, for construction of the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County, Oregon.

It is noted that you have been advised by The Aetna Casualty & Surety Company, surety on the bond furnished by Mr. Petro in connection with this job, to file your claim with the State Highway Commission.

In order to properly protect the claim, notice of the claim should be filed with the Secretary of State of the State of Oregon in conformity with the provisions of Section 98-101, O.C.L.A., a mimeographed copy of which I enclose for your ready reference.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo
Enc.

LAW OFFICES OF
EDGE, DAVENPORT & EDGE
PAULSEN BUILDING
SPOKANE 8, WASHINGTON

LESTER P. EDGE
HARRY T. DAVENPORT
LESTER P. EDGE, JR.
H. E. BARETTE

December 16, 1947

State Highway Department of Oregon
Salem, Oregon

Re: Job #2893 - Loren Petrow
Dike on Umatilla River 2 mi.
south of Stanfield, Ore.

Gentlemen:

We represent the Standard Oil Company of California, who have a claim against Loren Petrow, a contractor on the above entitled job.

This account has not been paid and we have notified the Aetna Casualty & Surety Company of Portland, Oregon, to that effect. It is at their suggestion that we are notifying you of the existence of this claim, so that we will be protected with reference to it.

Very truly yours,

Lester Edge

LEam

cc: Aetna Casualty &
Surety Co., Portland

RECEIVED
DEC 18 1947
OREGON
STATE HIGHWAY COMMISSION

Beers

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

December 18, 1947

voucher 16304 –
Holding check $505.71

Talked to [illegible] re this 12-26-47

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir: Contract No. 2893 - Umatilla Dyke Project

This will acknowledge copies of your letters to Mr. Loran Petro and to the Claim Department of Aetna Casualty and Surety Company, dated December 15, in which you s tate that the balance due on Mr. Petro's contract will be mailed to the Surety Company, and you state to Mr. Petro that you are following the instructions in his order of December 10 to mail this balance due to him to the bonding company.

This is the first we have heard of a move of this kind and we are anxious to know why this money is being transferred to the surety company. You had informed us that a claim had been filed by Shockman & Sons for a small amount for work done, but we had no information that other claims had been filed. Your records will show that we sent you an order signed by Mr. Petro covering this balance due him. This was sent you several months ago, and we are wondering why this recent order of December 10 has taken precedence over the order to us.

Do we understand from this correspondence that by this move the money due Mr. Petro on this contract is all being taken up by legal claims against the job? What has taken place that our claim has been shut out?

Your early advices will be very greatly appreciated.

Cordially yours,

F. B. Swayze

F. B. Swayze

RECEIVED
DEC 22 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 19 1947
FOR FILING

31-1135

December 16, 1947

Shockman & Sons
Hermiston, Oregon

Re: Contract #2893
Loran Pearo, Contractor
Umatilla Dike Project

Dear Sirs:

We have been advised by the Oregon State Highway Commission that you have filed a claim under the above captioned contract against the contractor for services rendered in connection with the contract in the amount of $163.00. Would you kindly write us giving us the details of the claim including dates and type of services rendered in order that we may give this matter our further attention.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O D Shead

By: O. D. Shead, Adjuster

ODS/mj

cc: Oregon State Highway Commission ✓

NOTED
H. B. GLAISYER

RECEIVED
DEC 1 , 1947
OREGON
STATE HIGHWAY COMMISSION

December 16, 1947

Stanfield Irrigation District
Hermiston, Oregon

Re: Contract No 2893
Umatilla Dike Project
Loran Petro, Contractor

Dear Sirs:

The Oregon State Highway Commission have advised us that you have filed a claim against contractor, Loran Petro, under the above captioned contract in the amount of $285.27. Would you kindly write us furnishing us with the details of the claim in order that we may give this matter our further attention.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O.D. Shead

By: O. D. Shead, Adjuster

ODS/mj

cc: Oregon State Highway Commission ✓

H. B. GLAISYER
NOTED

RECEIVED
DEC 18 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1947
FOR FILING

20-1133

December 16, 1947

Hon. Earl T. Newbry
Secretary of State
Capitol Building

Attention: Edith Libby

Dear Sir:

I am returning to you the letter dated December 5, 1947, directed to you by the Stanfield Irrigation District, notifying you of its claim against Loran Petro in the amount of $285.27.

This notice was forwarded to the State Highway Commission by mistake. It should have been filed in your office, pursuant to the provisions of Section 98-101, O.C.L.A., inasmuch as it is a claim against a contractor on state highway construction work, particularly State Highway Contract No. 2893, described as the Umatilla River Dike Project on the Boardman-Stanfield Highway, in Umatilla County.

We will appreciate receipt of the customary three copies of the notice containing your filing data.

You will note from the date stamp on the back of the letter that it was originally filed in your office on December 15, 1947.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 12/17
Enc.

cc - Mr. Floyd Query

RECEIVED
DEC 17 1947
FOR FILING

30-1135

Files

December 15, 1947

Mr. Loren Petro
6416 J East 13th Street
Vancouver, Washington

Dear Sir:

This acknowledges your letter of December 10, 1947, requesting that all further payments now due or to become due you from the State Highway Department in connection with Contract No. 2893, Umatilla River Dike Project, be paid to the Aetna Casualty and Surety Company, surety on the bond furnished by you in connection with this work.

We shall be pleased to comply with your request.

The warrants, as heretofore, will be made out to your order but will be mailed to the Aetna Casualty and Surety Company; Bates, Lively and Pearson, Agents; Yeon Building, Portland.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 12/16

cc - Mr. Malcolm Hawke

First National Bank
Hermiston, Oregon

The Aetna Casualty and Surety Co.
Bates, Lively and Pearson, Agents
Yeon Building
Portland 4, Oregon

NOTED ON CARD
12-15-47

Mr. Hawke:

Attached is a copy of Mr. Petro's letter. I have discussed this with Mr. Devers, and he suggests that the matter be handled in conformity with the above; that is, that warrants be made out payable to the order of Mr. Petro, as in the past, but that they be mailed direct to The Aetna Casualty and Surety Co. Will you please see that that is done.

H.B.G.

December 10, 1947

Oregon State Highway Commission
Salem, Oregon

Re: Contract #2893
Umatilla River Dyke Project
Loren Petro, Contractor
Bond 42 S 9301 - AEtna Casualty
& Surety Company

Attention: H. B. Glasyer, Sec.

Dear Sirs:

This letter will serve as authority to you and to your department to make all further payments now due or to become due under the above captioned contract to the AEtna Casualty and Surety Company or payments may be made as directed by the AEtna Casualty & Surety Company in accordance with the assignment being filed by the said company.

Yours very truly,

Loren Petro

Loren Petro

LP/mj

NOTED ON CARD
12-12-47

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 1[illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 194
FOR FILING

December 15, 1947

Mr. George A. Mercer, Adjuster
Claim Department
The Aetna Casualty and Surety Company
308 Icon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead, Adjuster

Dear Mr. Shead:

This acknowledges your letter of December 10 requesting that all further contract funds due and payable to Loren Petro, contractor in connection with State Highway Contract No. 2891 for construction of the Umatilla River Dike Project, in Umatilla County, be paid to The Aetna Casualty and Surety Company pursuant to a form of assignment contained in the application of Mr. Petro for contract bond, a copy of which application you forwarded with your letter.

The form of assignment that you have submitted does not meet the State Highway Commission's requirements, hence, we cannot accept it; however, all future payments in connection with the above-mentioned work will be mailed to The Aetna Casualty and Surety Company direct, pursuant to a request from Mr. Petro dated December 10, 1947, so that they may be applied toward claims outstanding against this contract.

The warrants will be made payable to the order of Loren Petro, as in the past, but will be mailed to The Aetna Casualty and Surety Company, Bates, Lively and Pearson, Agents, rather than to Mr. Petro or to the First National Bank of Hermiston, where they have been sent heretofore at the request of Mr. Petro.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HRG:eo 12/16
cc - Mr. Malcolm Hawke

First National Bank
Hermiston, Oregon

The Aetna Casualty and Surety Co.
Bates, Lively and Pearson, Agents
Icon Building
Portland 4, Oregon

Mr. Loren Petro
6416 J East 13th Street
Vancouver, Washington

NOTED ON CARD
12-17-47

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
GEORGE A. MERCER, ADJUSTER
308 YEON BUILDING

PORTLAND 4. ORE.

December 10, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Sec.

Re: Contract #2893 - Bond 42 S 9301
AEtna Casualty & Surety Company
Principal - Loran Petre

Dear Sirs:

In reference to the above captioned contract and bond you will find enclosed at this time a copy of the bond application and assignment executed by Loran Petre and we wish to call your specific attention to paragraphs third, fourth and fifth on page 3. We wish to advise that the assignment therein mentioned is now in full force by reason of unpaid bills arising out of the above captioned contract and claims filed against the contractor, Loran Petre, and we request that all further contract funds shall be paid to the AEtna Casualty & Surety Company through this office or as directed by the AEtna Casualty & Surety Company pursuant to this assignment.

Yours very truly,

GEORGE A. MERCER, ADJUSTER

O.D. Shead

By: O. D. Shead, Adjuster

ODS/mj

Encl.

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 11 1947
OREGON
STATE HIGHWAY COMMISSION

S

The Ætna Casualty and Surety Company

Hartford, Connecticut

Branch Office or General Agency
Bates, Lively & Pearson
Portland

APPLICATION FOR CONTRACT BOND AND AGREEMENT OF INDEMNITY

Bond Number
42 S 9301

NOTE! { Copy of contract, specifications and drawings, and applicants financial statement must accompany this application and all questions answered fully. The Company reserves the right to decline this application and to withhold reason for declination, as all information relative thereto is regarded as confidential

1. Full name of applicant Loran Petro, an individual (Give full name. If corporation, give exact corporate title.) Age

2. Business address P O Box 549, Hermiston, Oreg. (Street, City and State)

3. Kind and amounts of bonds required: Proposal Bond $ Faithful Performance Bond $
Labor and Material Bond $ Advance Payment Bond $ Maintenance Bond $

4. If bond applied for is Proposal Bond what is approximate amount of contract $ Date of Bid Opening 19

5. The amount of contract is $ 7,290.00 Date contract awarded April 19, 1947

6. To whom is bond given State of Oregon, Salem, Ore. (Give full name. If a corporation, give exact corporate title.)
Business address

7. Give concise description of proposed work, and location Grading and embankment Boardman-Stanfield Highway, near Stanfield - west bank of the Umatilla River. Contract No. 2893

8. Name and address of Engineer or Architect in charge of work R. H. Baldock, State Highway Engineer, Salem

9. Date work is to start Completed by July 31, 1947 Penalty for non-completion

10. Are any payments made in bonds, mortgages, stocks, certificates, warrants, assessments, etc.?

11. Percentage retained from payments until completion

12. How long must work be kept in repair after completion? Is this repair or maintenance guarantee limited to defects in workmanship or materials? If not describe guarantee fully

13. Will applicant sub-let any parts of the work? Will sub-contractors be required to furnish Corporate Surety Bond?
Give full particulars.

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS	NAME OF SURETY

(S-891-F)

14. Applicant's estimate of cost (excluding profit) $.................... Estimate of Engineer or Architect $....................

NAMES OF OTHER BIDDERS	ADDRESS	AMOUNT OF BID
K.F.Jacobson Co.		12,690.
Verni Jacl		7,425.
Leonard & Slate		10,800.
Harold Miller	Prinville	13,365.
Heavy Hauling Co.		20,790.
Loran Petro		7,290.

15. Name 3 largest contracts that you have completed similar to the one here considered, giving in each case,

CONTRACT PRICE	KIND OF CONSTRUCTION	NAME AND ADDRESS OF OWNER.	NAME AND ADDRESS OF ENG. OR ARCH.

16. Give information below about all contracts you now have under way, including any other outstanding bids.

CONTRACT PRICE	PERCENTAGE COMPLETED	KIND OF CONSTRUCTION	SURETY	LOCATION OF WORK	NAME AND ADDRESS OF ENG. OR ARCH.

17. Will any new or additional plant be purchased? .... Give estimated cost. $.................... Use separate sheet if necessary.

18. In what other business, if any, are you interested? ....

19. Has application for this bond been made to another company? .... If so, what company? ....

20. Have you ever failed in business? .... Are you having any controversy with anyone over any contract, or payment for labor or material bills on any contract? .... Are there any mechanic's liens filed on any of your work anywhere? .... Are there any judgments against you? .... Total amount? $....................

21. On the work for which this bond is written, will you carry the following insurance? Employers Liability .... Compensation Insurance .... Public Liability .... Contingent Liability .... Auto .... Fire .... Other forms ....

22. What Life Insurance do you carry? ....
(Amount, name of company)

23. To whom payable? ....

24. If a co-partnership, answer these questions:
Date formed ....
Names of all individuals composing same.

NAME	ADDRESS	AGE

IMPORTANT.—Separate financial statement must be completed and signed by each member, showing his individual assets and liabilities, exclusive of his interest in the firm's business.

25. Has any member of the firm ever failed in business? ....

26. If a corporation, answer these questions:
In what State incorporated? .... When incorporated? .... Principal office ....

27. References: Give only Engineers or Architects, or Owners, for whom you have done work.

NAME	ADDRESS	BUSINESS

The undersigned hereby affirm, that the foregoing declarations made and answers given, are the truth, without reservation, and are made for the purpose of inducing The Ætna Casualty and Surety Company, of Hartford, Conn., to become or to procure surety and co-surety, if necessary, on whatever bonds may be required in connection with the project hereinbefore mentioned, all of which bonds are hereby applied for and all of which will be referred to in the singular as "bond", and they hereby appoint said The Ætna Casualty and Surety Company agent for the procurement of such surety and co-surety.

The undersigned, hereinafter called the Indemnitor(s), in consideration of said The [illegible]
Company or Companies [illegible]

NAME	ADDRESS	BUSINESS

The undersigned hereby affirm, that the [illegible]going declarations made and answers given, [illegible]he truth, without reservation, and are made for the purpose of inducing THE ÆTNA CASU[illegible]Y AND SURETY COMPANY, of Hartford, Conn., to become or to procure surety and co-surety, if necessary, ~~on~~ whatever bonds may be required in connection with the project hereinbefore mentioned, all of which bonds are hereby applied for and all of which will be referred to in the singular as "bond", and they hereby appoint said THE ÆTNA CASUALTY AND SURETY COMPANY agent for the procurement of such surety and co-surety.

The undersigned, hereinafter called the indemnitor(s), in consideration of said THE ÆTNA CASUALTY AND SURETY COMPANY, or any Company or Companies which it may procure in substitution or as co-surety jointly with it (all hereinafter called the Company), executing or consenting to execute such bond or bonds as are herein applied for, it being understood that this application shall be deemed to cover all bonds or other obligations finally executed by the Company in connection with the contract hereinabove described, hereby covenant and agree with the Company, its successors and assigns, as follows:

First: The indemnitor(s) will pay the Company the premiums herein agreed upon, to wit:

Proposal or Bid.

If the bond be a "Proposal" or "Bid" bond, ... Dollars, ($..........................), in advance. If, however, such "Proposal" or "Bid" bond shall, by its terms, guarantee the faithful performance of the contract, or if no bond guaranteeing such faithful performance will be required to supersede the said bond, then the regular charge for a contract bond, as provided in the Company's manual of rates, shall be paid by the indemnitor(s). If the proposal bond is superseded by a final bond of this Company, guaranteeing the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium for the contract bond. **IF THE APPLICANT IS AWARDED THE CONTRACT THE APPLICANT SHALL NOT BE OBLIGATED TO SECURE HIS "CONTRACT" BOND FROM THE COMPANY NOR SHALL THE COMPANY BE OBLIGATED TO SIGN SUCH BOND.**

Contract Bond.

If the bond be a "Contract" bond or similar instrument, the terms of which guarantee the faithful performance of the contract, ... Fifty-four and 68/100- - - - - .... Dollars, ($ 54.68 ....) in advance, for the term of .... 2 years .... and annually thereafter a premium calculated at the rate of $ 7.50 .... per $1,000 of the total amount of such contract.

Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

Maintenance or Guarantee.

If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the indemnitor(s) agree to pay the Company in advance for the entire term of said maintenance guarantee a premium, calculated at the rate of $.......................... per $1,000, computed on the entire amount of the contract price. The contract premium, if there be no maintenance or guarantee, will be paid, as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent written legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office in the City of Hartford, Conn. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid, as above, only until the indemnitor(s) furnish the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.

Second: The indemnitor(s) will at all times indemnify and keep indemnified the Company, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney fees, whether incurred under retainer or salary or otherwise, which it shall or may at any time sustain or incur by reason or in consequence of its suretyship or procurement of suretyship in connection with all bonds or similar obligations referred to hereinbefore, or which it may sustain or incur in connection with any litigation, investigation, collection of premiums, or other matter connected with such suretyship, including any suit instituted to enforce the obligations of this agreement of indemnity; and the indemnitor(s) will pay over to the Company, its successors and assigns, all sums of money which it or its representative shall pay or cause to be paid, or become liable to pay on account of such suretyship, and on account of any damages, costs, charges, and expenses of whatsoever kind or nature in connection therewith as aforesaid, such payment to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid out such sum or any part thereof or not, and said Company is hereby authorized to prove such expenses, costs and attorney fees, in any action or proceeding and to include the same in any judgment.

The indemnitor(s) further agree that in the event of their failure to pay any premium charge when due, said premium shall forthwith be payable out of any fund then due or thereafter to become due from the obligee on account of the above mentioned contract covered by the bond, and upon the delivery to the obligee of a copy of this agreement with a notice of the non-payment of said premium, the obligee is authorized and directed to apply the fund as it accrues or so much thereof as may be necessary in payment of said premium and interest, costs, charges, expenses and attorney's fees pursuant to this agreement.

Third: That for the better protection of the said company, and as of the date hereof, the undersigned indemnitor(s) who are named as principal(s) in said bond do hereby assign, transfer and convey to the said Company all rights, title and interest in and to all the tools, plant, equipment and materials of every nature and description that the said principal(s) may now or hereafter have upon said work, or in or about the site thereof, or used in connection with the work and located elsewhere, including as well materials purchased for or chargeable to said contract, which might be in process of construction or storage elsewhere, or in transportation to said site, hereby assigning and conveying also all rights in and to all sub-contracts, which have been, or may hereafter be entered into, and the materials embraced therein, and the said principal(s) authorize and empower said company, its authorized agents or attorneys, to enter upon and take possession of such tools, plant, equipment, materials and sub-contracts, and enforce, use and enjoy such possession, upon the following conditions, viz.: This assignment shall be in full force and effect as of the date hereof: (1) Should the said principal(s) fail to pay any premium charge when due, or should they fail or be unable to complete, in accordance with its terms, any contract covered by a bond of this Company, or in the event the said principal(s) abandon the work under, or fail to comply with the terms or conditions of, any such contract. (2) If the said principal, being an individual, dies, absconds, is a fugitive from justice or is convicted of a felony. (3) If the principal(s) fail to pay bills incurred on the work, when they become due and payable, whether the company may be liable for such bills or not. (4) If any proceedings are brought against the principal(s) alleging that they are insolvent, or if any receiver or trustee for the benefit of creditors is appointed, whether such principal(s) are insolvent or not. (5) If any proceedings are brought which deprive the principal(s) of the use of any part of the equipment used in connection with the work under their contract so as to hinder, delay or impede the normal and satisfactory progress of the work.

Fourth: That the said company, as surety on said bond, as of this date, shall be subrogated to all rights, privileges and properties of the principal(s) in said contract, and said principal(s) do hereby assign, transfer and convey to said company all the deferred payments and retained percentages arising out of this contract, and any and all monies and properties that may be due and payable to said principal(s) at the time of the happening of any of the occurrences mentioned in clauses one, two, three, four and five of the next preceding paragraph, or that may thereafter become due and payable to said principal(s) on account of this contract or on account of extra work or materials supplied in connection therewith, hereby agreeing that all such monies and the proceeds of such payments and properties shall be the sole property of the said company, and to be by it credited upon any loss, damage, charge and expense sustained or incurred by it as above set forth under any bond of suretyship it has executed for the undersigned principal(s).

Fifth: Any security taken by the company, in connection with said bond, including the assignment of monies coming due from the contract, and the assignment of equipment and materials used on or in connection with such contract, may be held by the company, as a protection against any bond heretofore or hereafter executed by the company on behalf of the undersigned principal(s), and the company may sell or realize upon the said collateral at its discretion, at public or private sale, and with or without notice to the indemnitor(s) of the time or place of such sale, for the purpose of protecting itself against any claim, demand or loss under the said bond, or any other bond so outstanding, and, after indemnifying itself fully for any loss incurred on any bond issued at the request of the said principal(s), any balance, after such reimbursement, shall be paid to said principal(s), after all liability of the company has ceased to exist under said bond or bonds.

Sixth: That upon the making of any demand, or the giving of any notice, or the institution of any action or proceeding upon any claim, or preliminary to determining or fixing any liability which the surety may be called upon to discharge, by reason of such suretyship, the indemnitor(s) will immediately notify the surety thereof, in writing, at its Home Office in the City of Hartford, Conn.

Seventh: That it shall not be necessary for the company to give the indemnitor(s) notice of any act, fact or information, coming to the notice or knowledge of the company, concerning or affecting its rights or liability under said suretyship, or the rights or liability of the indemnitor(s) hereunder, notice of all such being hereby expressly waived.

Eighth: The indemnitor(s) agree to accept vouchers or affidavits of any loss paid by the Company under the bond herein applied for together with vouchers or affidavits of payment of all costs whatever, incurred by the Company in adjusting such loss, or in completing said contract, as conclusive evidence against the indemnitor(s) of the fact and extent of the indemnitor's liability, under said application, to the Company.

Ninth: That the company shall have the exclusive right for itself, and for the indemnitor(s), to decide and determine whether any claim, demand, liability, suit, action, order, judgment or adjudication, made or brought against the company and/or principal on said bond, jointly or severally, shall or shall not be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the indemnitor(s), and any order, judgment or adjudication made, entered or affirmed as a result thereof, or any loss, cost, charge, expense or liability thereby incurred, sustained or paid, shall be borne by the indemnitor(s) and the indemnitor(s) especially consent thereto.

Tenth: That in event any claim is filed with the company on the bond herein applied for, or if any suit is brought against the company on said bond or in connection therewith, the indemnitor(s) hereby covenant and agree to immediately on demand deposit with the company in current funds an amount sufficient to indemnify it up to the full amount claimed or sued for.

Eleventh: That no act or omission of the company in modifying, amending, limiting or extending any instrument executed by the company and no assent or refusal to assent by the company to any modifications, amendments, limitations or extensions of the original contract or any supplemental or other agreements whatever, shall in any wise affect the liability of the indemnitor(s) hereunder, nor shall the indemnitor(s) be released from this obligation by reason thereof; and it is further agreed that the company may alter, change, modify, amend, limit or extend any instrument and may execute renewals thereof, or other and new obligations in its place or in lieu thereof, or may assent to such alterations, changes, modifications, amendments, limitations or extensions of any instrument without notice to the indemnitor(s), notice being expressly waived, and in such case the indemnitor(s) shall be liable to the company as fully and to the same extent on account of any such changed, modified, limited or extended instrument or such renewals thereof, or other or new obligations in its place or in lieu thereof, as fully as if such instrument were described at length herein.

Twelfth: That these covenants shall be binding not only upon the indemnitor(s), jointly and severally, but as well upon their respective heirs, executors, administrators, successors and assigns, and the indemnitor(s) hereby affirm that their liability under this instrument is not dependent upon the procurement of any other signatures to same.

Thirteenth: The words indemnitor(s), applicant(s), and principal(s), or personal pronouns used to refer to said words, shall apply regardless of number or gender.

WITNESS the following signature(s) and seal(s) this 5th day of May 1947, homestead and all other exemptions being hereby expressly waived.

If applicant (the principal) an individual sign here: /s/ Loran Petro Applicant (Seal)

If applicant (the principals) a co-partnership sign here: ____________ Applicant (Seal)

Name of Firm

By: ____________

If applicant (the principal) a corporation sign here: ____________ Applicant (Seal)

Name of Corporation

ATTEST: ____________ Secretary BY: ____________ President

NOTE: The applicant(s) who are principal(s) in said bond must always acknowledge this instrument before a Notary Public or other officer authorized to take acknowledgments. The signature of each indemnitor who is not an applicant must be witnessed but it need not be acknowledged before an officer. Where a co-partnership signs as indemnitor and not as applicant, firm name must be signed and also the signature of each member of the firm.

In consideration of The Ætna Casualty and Surety Company executing the bond hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.

If indemnitors are individuals sign here:

INDEMNITORS:

Witnesses:

____________ Witness as to ____________ (Seal)

____________ Witness as to ____________ (Seal)

____________ Witness as to ____________ (Seal)

If indemnitor a partnership sign here:

____________ (Seal)

Name of Firm

Witness ____________ BY: ____________ (Seal)

Witness ____________ ____________ (Seal)

Witness ____________ ____________ (Seal)

Witness ____________ ____________ (Seal)

Members of Firm

STATE OF ____________ } ss.

COUNTY OF ____________

On this ________ day of ________ 19____, before me personally appeared ________ to me known to be the person or to represent the partnership or corporation that signed the foregoing instrument as applicant and acknowledged the execution of the same to me and on his oath did state that he executed the same with full authority.

____________ Notary Public

RECEIVED
DEC 9 1947
FOR FILING

30-1135

December 5, 1947

Stanfield Irrigation District
Stanfield, Oregon

Attention: Mable M. Richards, Secretary-Treasurer

Gentlemen:

We have today received your notice dated December 2, 1947, and addressed to the State Highway Commission, showing the detailed amounts of a claim totaling $285.27 that you have against Loran Petro for work done on the dike on the Umatilla River through the Correa farms on the Boardman-Stanfield Highway, our contract No. 2893.

In our letter of November 28, regarding this claim we suggested that you file the claim with the Secretary of State so that the claim amount could be protected beyond the normal period of six months after the work has been completed and accepted.

If you intend to file this claim with the Secretary of State we suggest that a copy be sent to him, as the copy which was addressed to the State Highway Commission has been placed in our files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12-8-47

Files

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DEC 30 1947
FOR FILING

3-1135

December 5, 1947

Aetna Casualty and Surety Company
Hartford 15
Connecticut

Gentlemen:

We have today received a detailed statement of claim from the Stanfield Irrigation District against Loran Petro under our contract 2893, Umatilla River Dike Project on the Boardman - Stanfield Highway. The details of the claim are as follows:

33 1/2 hours with D 6 tractor, dozer and carryall at $10 per hour	$335.00
Less credit for operator's wages 25 1/2 hours at $1.95 per hour	49.73
Balance due	$285.27

We believe that this claim is the same one which was filed informally with us on November 26 and of which we notified you in our letter of November 28.

This information is provided you as your company appears as surety on the bond furnished by Mr. Petro in connection with this project.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Mr. Loran Petro
6416 J East 13th Street
McLaughlin Heights
Vancouver, Washington

Bates, Lively and Pearson
Yeon Building
Portland 4, Oregon

RECEIVED
FOR FILING
30-1135
2893

2873

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD 15, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

FIDELITY AND SURETY CLAIM DEPARTMENT

December 5, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: H.B. Glaisyer, Secretary

SUBJECT: 42 S 9301 - Loran Petro - State of Oregon (Boardman -Stanfield Highway, Contract No. 2893)

Dear Sir:

We have your letter of November 28, 1947 advising of the filing of an informal notice of claim by the Stanfield Irrigation District in the amount of $285.25 for work performed for the account of Loran Petro.

It being indicated that carbon of your letter also went to our Portland, Oregon Office, such attention as is necessary will be given the matter.

Thanks for your cooperation.

Yours truly,

Chas H. Olano
Chief Adjuster

C.H.Olano
ESM

RECEIVED
DEC 10 1947
OREGON
STATE HIGHWAY COMMISSION

STANFIELD IRRIGATION DISTRICT

Stanfield, Oregon

December 5, 1947

Secretary of State
Salem, Oregon

Dear Sir:

We enclose herewith a claim against Loran Petro as follows:

NOTICE IS HEREBY GIVEN that the undersigned, the Stanfiekd Irrigation District, of Stanfield, Oregon, has a claim for labor with D 6 Tractor, dozer and carryall as follows:

33½ hours with the above mentioned equipment @ $10.00 per hour	$335.00
Less credit for operator's wages- 25½ hours @ $1.95 per hr.	49.73
	$ 285.27

against the bond taken by Loran Petro for work done on dike on the Umatilla River through the Correa farms to protect the Boardman-Pendleton Highway from floods.

SANFIELD IRRIGATION DISTRICT

BY /s/ MABEL M. RICHARDS
Secy- Treas.

COPY

December 4, 1947

[illegible] Petro
[illegible] East 13th Street
[illegible]ver, Washington

Dear Sir:

Reference is made to your letter of November 27, concerning the amount paid you for work performed on the Umatilla Dike Project, Contract No. 2093.

The pay quantity of 11,423.0 cubic yards shown in our final estimate to you was determined by accurate measurement of the work you performed, including the construction of approaches and other work done subsequent to the issuance of monthly estimate No. 2. The fact that this final quantity of 11,423.0 cubic yards is not greater than the quantity shown in estimate No. 2 indicates only that you were overpaid on estimate No. 2.

Monthly estimates, such as estimate No. 2, are necessarily based on rough approximations of quantities and occasionally are in excess of the quantities actually moved at the time. We are sorry that this overestimate occurred and that you were, thereby, led to expect a larger total than was developed by the final accurate measurements.

Our measurement notes and quantity computation sheets are on file here in Salem and are available for any study or check of them that you may wish to make. We assure you that we will be glad to give consideration to any evidence of underpayment you may produce as we have no reason or desire to withhold from you any amount that may be due you.

Warrant for the $505.17 which remains to be paid you on the final estimate which you executed in October will be sent to you as soon as outstanding claims against you are settled.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

SHP:gs

cc to H. G. Smith
Paul Van Scoy
L. R. Chandler

ASSIGNMENT

No. 213
WCW

DESCRIPTION: Let of Nov 27 from Loran Potre re final payments on Umatilla Dike Project.

DATE: DEC. 2, 1947 ASSIGNED TO: ~~SMITH~~ Probert

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ______________

☐ ______________________________

REPORT RECEIVED: 12-5-47

REMARKS:

6416 J East 13th.St.
Vancouver, Wash.
Nov. 27, 1947

Oregon State Highway Commission
Salem, Ore.

#7893

Gentlemen:

The final estimate on the Umatilla Dike Project which I completed July 31, 1947, is short$1,121.58. Or at least the sum total of approxamately one thousand yards and the amount of yards that went in the building of four approaches to the dike. This work was done after you had paid me two estimates amounting to $ 5,663.25. There had been no question of an over payment on these two estimates.

I would very much appreciate it if you would reconsider your decision on the final estimate and allow me the full amount due.

Respectfully Yours,

Loran Petro

Loran Petro.

REFERRED TO
Williams
BY SECRETARY

This job is completed - we are holding up payment
of final estimate ($505.17) pending settlement
of some outstanding claims. Think he
is not satisfied with final quantities
[illegible]

RECEIVED
DEC 2 1947

[illegible]

RECEIVED
DEC 1 1947
OREGON
STATE HIGHWAY COMMISSION

DIRECTORS:
Henry Kopacz
H. J. Stillings
C. E. Herrick

HENRY KOPACZ
President
C. E. HERRICK
Vice President
LEO CLARK
Project Manager
MABEL M. RICHARDS
Secretary-Treasurer

Stanfield Irrigation District

Stanfield, Oregon

December 2, 1947

NOTICE IS HEREBY GIVEN that the undersigned, Stanfield Irrigation District, has a claim for labor with D 6 tractor, dozer and carryall as follows:

33½ hours with above mentioned equipment @ $10.00 per hour	$335.00
Less credit for operator's wages 25½ hours @ $1.95 per hr	49.73
Bal. due us	285.27

against the bond taken by Loran Petre for work done on dike on the Umatilla River through the Correa farms to protect the Boardman-Pendleton Highway from floods.

STANFIELD IRRIGATION DISTRICT

BY Mabel M. Richards
Sec'y-Treas

RECEIVED
DEC 5 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 2 1947
FOR FILING

30-1135

November 28, 1947

Aetna Casualty & Surety Company
Hartford, 15
[redacted]

Gentlemen:

This letter is to inform you that as of November 26 there was filed in this office an informal notice of the claim of the Stanfield Irrigation District in the amount of $285.25 for work performed by them for Loran Petro under our contract No. 2893, Umatilla River dike project on the Boardman-Stanfield Highway.

This information is provided you as your company appears as surety on the bond furnished by Mr. Petro in connection with this project.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Bates, Lively & Pearson
General Agents
Yeon Building
Portland 4, Oregon

Mr. Loran Petro
6416 J East 13th Street
McLaughlin Heights
Vancouver, Washington

NOTED ON CARD

11-28-47

RECEIVED
DEC 2 1947
FOR FILING

32-1135

November 28, 1947

Stanfield Irrigation District
Stanfield, Oregon

Attention: Mabel M. Richards, Secretary

Gentlemen:

This will acknowledge your letter of November 25, in which you state that the Stanfield Irrigation District performed work in the amount of $285.25 for Petro & Dunbar on the construction of a dike on the Umatilla River.

The State Highway Commission has a contract, No. 2893, with Mr. Loran Petro for the construction of a dike project on the Boardman-Stanfield Highway. We presume that your letter refers to this contract.

If you wish to protect your claim beyond the normal period of six months after the work has been completed and accepted we would suggest that you file a claim with the Secretary of State. We are attaching hereto a mimeographed excerpt from the Oregon laws which give you the necessary details.

The contractor on this project has not been paid in full and our Accounting Division has been previously notified to hold up further payments pending the settlement of all claims.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
11-28-47

CTORS:
Henry Kopacz
H. J. Stillings
C. E. Herrick

Stanfield Irrigation District

Stanfield, Oregon

HENRY KOPACZ
President
C. E. HERRICK
Vice President
LEO CLARK
Project Manager
MABEL M. RICHARDS
Secretary-Treasurer

November 25, 1947

State Highway Commission
Salem Oregon

Gentlemen:

During the month of July, 1947 we did some construction work with our caterpillar for Petro & Dunbar under the supervision of Loren Petre in the amount of #885.25 for which we have not been paid.

This was on the construction of a dike to prevent the Umatilla River flooding the highway . Please advise whether this account has been paid in full.

Very truly,

STANFIELD IRRIGATION DISTRICT

BY Mabel M. Richards
Secretary

2893
Umatilla River
Dike project
Boardman - Stanfield hwy

REFERRED TO
General
BY SECRETARY

prepare [illegible] surety & [illegible]

RECEIVED
NOV 26 1947
OREGON
STATE HIGHWAY COMMISSION

R2 - 1135

RECEIVED

Charge to the account of ______________ $

	CLASS OF SERVICE DESIRED		
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☒	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COLLECT

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 25, 1947

R. T. VIVIAN
STANDARD OIL COMPANY
SPOKANE, WASHINGTON

CONTRACT NUMBER 2893 LOREN PETRO CONTRACTOR WAS COMPLETED JULY 31 AND WAS ACCEPTED BY HIGHWAY COMMISSION AUGUST 26.

OREGON STATE HIGHWAY COMMISSION

DEPT OF HIGHWAYS

HAS JOB NUMBER 2893 LOREN PETRO CONTRACTOR BEEN COMPLETED AND ACCEPTED YET PLEASE GIVE US THE DATE BY WIRE COLLECT=
:R T VIVIAN STANDARD OIL CO OF CALIF.

.2893.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

(33)

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

BRA154 SER PD=SPOKANE WASH 25 157P

NOV 25 PM 2 40

STATE OF OREGON=
DEPT OF HIGHWAYS

HAS JOB NUMBER 2893 LOREN PETRO CONTRACTOR BEEN COMPLETED AND ACCEPTED YET PLEASE GIVE US THE DATE BY WIRE COLLECT=
R T VIVIAN STANDARD OIL CO OF CALIF.

2893.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
[illegible]
FOR FILING

30-1135

Salem, Oregon
November 19, 1947

Mr. M. H. Hawke
Chief Accountant
State Highway Department
Office

Dear Mr. Hawke:

We are enclosing herewith a copy of our letter to the Aetna Casualty and Surety Company regarding payments to Loran Petre on contract No. 2893 for the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway in Umatilla County.

Please withhold payments on this contract until such time as we receive authentic information to the effect that the claims outstanding against the job have been satisfied or arrangements to satisfy them have been made.

Yours very truly,

Secretary

FAQ:dr
Enc.

NOTED ON CARD
[illegible]

November 18,1947

Mr. F. G. Swayne, President
The First National Bank
Hermiston, Oregon

Dear Mr. Swayne:

This will acknowledge receipt of your letter of November 14 concerning the claim of Shockman and Sons against Loran Petro in connection with his contract, No. 2893, for the construction of the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, in Umatilla County.

This matter has been called to the attention of The Aetna Casualty and Surety Company, surety on the bond furnished by Mr. Petro in connection with this job. A copy of my letter to the surety is enclosed for your information.

Trusting that adjustment of the accounts will result, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co
Enc.

REFERRED TO
[illegible]
BY SECRETARY

noted on card —
notify auditing dept with copy of
my letter to surety — attached
— #83

NOTED ON CARD
11-18-47

November 18, 1947

The Aetna Casualty and Surety Company
Bates, Lively & Pearson, Agents
[redacted] Building
Portland 4, Oregon

Gentlemen: Contract No. 2893 - Loran Petro

I enclose for your information a copy of a letter that has just been received from The First National Bank of Hermiston regarding the claim of Shockman and Sons, in the amount of $163, for services rendered Mr. Petro in connection with his contract, No. 2893, for the Umatilla River dike project adjacent to the Boardman-Stanfield Highway, in Umatilla County.

In view of this letter we do not feel at liberty to release the final payment in connection with this job and have instructed our Auditor to withhold payment until such time as we receive authentic information to the effect that the claims outstanding against the job have been satisfied or arrangements to satisfy them have been made.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]
Enc.

cc - The First National Bank of Hermiston
Mr. Loran Petro

NOTED ON CARD

4-12-

THE FIRST NATIONAL BANK
[illegible]

[illegible]

[illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
NOV 12 1947
FOR FILING
30-1135

November 12, 1947

The Aetna Casualty and Surety Company
Bates, Lively & Pearson, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

This letter is simply to inform you that the State Highway Commission today received information from Shockman & Sons, Hermiston, Oregon, that their claim in the amount of $163.00, representing mostly labor, against Loren Petre arising out of his contract No. 2893 with the Highway Commission for the Umatilla River Dike Project on the Boardman-Stanfield Highway, has not as yet been paid. You have been previously notified of this claim.

This project was completed July 31 and accepted by the Highway Commission on August 26, 1947. The final voucher has been prepared and we anticipate that the warrant will be delivered to Mr. Petre within the next few days. We have not been advised of the arrangement that has been made for the payment of Shockman & Sons claim but we believe we should have such information before release of the warrant. We have no knowledge of any other claim against this job. Pursuant to the request of Mr. Petre, warrants in connection with this job are being mailed to the 1st National Bank of Hermiston.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:gl

cc: 1st National Bank of Hermiston
Mr. Loren Petre
Mr. M. H. [illegible]

RECEIVED
NOV 12 1947
FOR FILING

30-1135

November 12, 1947

Shockman & Sons
Box 961
Hermiston
Oregon

ATTENTION: Mr. Joe Shockman

Gentlemen:

We just received your note stating that you had not as yet received payment from Loren Petro for your claim in connection with his contract No. 2893, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway, such claim being in the sum of $163.00, representing mostly labor.

You inquire whether or not Mr. Petro has received final payment in connection with this work. Our records reveal that this payment has not as yet been made but that the warrant will be ready to deliver to him within the next few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:gl

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 15, 1947

961

Bot

Shockman & Sons
Hermiston
Oregon

Gentlemen:

This to advise you that contract No. 2893, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway, in Umatilla County, has been completed by the contractor, Loran Petro, and that the State Highway Commission will make final payment to him on or after October 25, 1947.

Our records show that you have a claim against the above contractor, representing mostly labor, in the amount of $163.00. Since we have not been informed of the settlement of the claim we call your attention thereto.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Surety 11/12 cc Petro and 1st Natl Bank

Have never received no settlement from Mr. Petro. Should like to know if the Commission has payed Mr. Petro yet And if they have when,

Yours Truly
Joe Shockman

RECEIVED
NOV 12 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING
30-1135

W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 4, 1947

SUBJECT:

To:

First National Bank of Hermiston

Hermiston, Oregon

Attention: F. B. Swayne, President

Gentlemen:

This acknowledges receipt of the signed final estimate voucher on Mr. Loran Petro's contract No. 2893. Through error the contractor's fourth copy of the voucher was also returned and I am forwarding it herewith to be retained by you or by Mr. Petro, as you wish.

I thank you for calling our attention to the error in addressing the voucher and will say that the warrant, when issued, will normally be mailed directly to your bank.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS/bmw
encl.

cc: H. B. Glaisyer
D. B. Taylor

NOTED
H. B. GLAISYER

RECEIVED
OCT 31 1947
FOR FILING
30-1135

October 30, 1947

L. A. Snow Company
Arctic Building
Seattle 4, Washington

Dear Mr. Snow:

This letter is in reply to yours of October 17, in which you made inquiry as to the status of final settlement with Mr. Loren Petre on his contract No. 2893 for the construction of the Umatilla River Dike Project on the Boardman - Stanfield Highway in Umatilla County.

This job was completed July 31, 1947, and accepted by the Highway Commission on August 26, 1947.

The Aetna Casualty and Surety Company, Yeon Building, Portland 4, has been notified that final payment to Mr. Petre in the amount of $505.17 will be paid on or after October 25, 1947. At this date payment has not as yet been made to him.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

L. A. Snow Company

PHONE MAIN 7929
ARCTIC BUILDING
SEATTLE 4, WASHINGTON

October 17, 1947

Oregon State Highway Department
Salem, Oregon

#2893

Gentlemen:

We have been advised by Loran Petro, who owes us a little money, that he would pay part of same immediately upon receipt of the retained percentage check from the job he completed sometime ago at Umatilla, Oregon.

Would you kindly advise us if final settlement has been made with Mr. Petro. If not, when you anticipate it will be.

Thanking you kindly, I am

Very truly yours,

L. A. SNOW COMPANY

L. A. Snow

LAS/v

ok.

RECEIVED
OCT 20 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1947
FOR FILING

30-1135

October 15, 1947

Shockman & Sons
Hermiston
Oregon

Gentlemen:

This to advise you that contract No. 2893, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway, in Umatilla County, has been completed by the contractor, Loren Petro, and that the State Highway Commission will make final payment to him on or after October 25, 1947.

Our records show that you have a claim against the above contractor, representing mostly labor, in the amount of $163.00. Since we have not been informed of the settlement of the claim we call your attention thereto.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
10-15-47 gl

RECEIVED
OCT 16 1947
FOR FILING

30-1135

October 15, 1947

The Aetna Casualty and Surety Co.
Bates, Lively & Pearson, Agent
Yeon Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2893 for work on the Umatilla River Dike Project on the Boardman-Stanfield Highway, in Umatilla County, has been completed by the contractor, Loren Petro, and that final payment in the amount of $505.17 will be made on or after October 25, 1947.

There is a claim against this project, of which you have been previously notified, made by Shockman & Sons of Hermiston, Oregon, amounting to $163.00.

For your information we wish to advise that the total contract amount is $6,168.42, and that no force account work was performed therein. This contract was completed on July 31 and accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-15-47, gl

RECEIVED
OCT 1 1947
FOR FILING

30-1135

2873

September 30, 1947

L. A. Snow Company
Arctic Building
Seattle 4, Washington

Attention: Mr. L. A. Snow

Dear Mr. Snow:

Reply is made to your letter of September 29 regarding Loran Petro, contractor on state highway work near Hermiston, Oregon.

The project that you have in mind is State Highway Contract No. 2893 described as the Umatilla River Dike Project along the Boardman-Stanfield Highway, in Umatilla County. The work consists of embankment construction.

According to our records this job was completed by Mr. Petro on July 31, 1947, and was accepted by the State Highway Commission on August 26, 1947. Whether or not Mr. Petro has removed all of his equipment from the job I do not know as such information is not available in this office. I would suggest that you direct an inquiry to Division Engineer Paul Van Scoy, State Highway Department, La Grande, Oregon, who has general supervision over the work in this district. He very likely will be able to give you the information you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EBG:ec

cc - Mr. Paul Van Scoy

L. A. Snow Company

PHONE MAIN 7929
ARCTIC BUILDING
SEATTLE 4, WASHINGTON

September 29, 1947

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We understand that Loran Petro is on a construction job near Hermiston and we are asking if you could please advise us if this job has been completed and whether or not he has moved out his equipment or if some of the equipment is still there.

Thanking you for this information, I am

Very truly yours,

L. A. SNOW COMPANY

L. A. Snow

LAS/v

RECEIVED
SEP 30 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING

30-1135

September 29, 1947

Mr. F. B. Swayze, President
The First National Bank
Hermiston, Oregon

Dear Mr. Swayze:

This is in reply to your letter of September 25 regarding payments to Loran Petro on highway contract No. 2893. Up to the present time only two warrants have been prepared for this job. One in the amount of $1,215.00 was dated June 13, 1947 and assigned to your bank. The second was in the amount of $4,448.25 dated July 11, 1947 and mailed to Mr. Petro in care of your bank..

The amount of the semi-final payment which under ordinary circumstances is made would only have been $36.61 so no voucher was prepared and the next payment to be made will be the final. As you probably know, before a final payment can be made it is necessary to check very carefully the engineer's estimates. This, the preparation of the voucher, and securing the necessary signatures requires some time.

As near as we can determine now the check for the final estimate should be ready in about three weeks. The instructions that we have now are that the checks are to be mailed to Mr. Petro in care of the First National Bank at Hermiston. When the warrant is prepared the check will be mailed in that manner.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

September 25, 1947

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re State Highway Contract No. 2893.

Mr. Loran Petro is now in Vancouver, so we are unable to talk to him, but it is our understanding that this job was fully completed before he left here, which was a month ago.

We will be very appreciative if you will send up his checks so that we can get his endorsement and close our deal with him. In the event the checks are not ready, will you please advise us regarding the delay and when the checks can be expected?

Very truly yours,

F.B. Swayze

FBS db

RECEIVED
SEP 29 1947
OREGON
STATE HIGHWAY COMMISSION

Job completed 7-31-47 + accepted 8-26-47

6-7-47, Surety consented to assignment of est. #1 for $1215.00 to 1st Nat'l. Bank of Hermiston

Surety refused to consent to blanket assignment made by Petro to 1st Nat'l Bank of Hermiston, 6-2-47

					Warrant dated
est. #1	vou.	8544	may	$1215.00 assigned to 1st N. Bank	6-13-47
#2	-	10227	June 13,	4448.25 c/o 1st N. Bank	7-11-47

~~to estimate~~

semi-final 7-31-47 $36.61 (no payment made)

Final will be prepared within next 10 days.

Only 2 checks have been sent
delayed because of no semi-final
Final should be ready in about 3 wks.

File

September 24, 1947

[illegible] asualty and Surety Company
[illegible] aly & Pearson, Agents
[illegible] ilding
[illegible] 4, Oregon

Gentlemen:

This letter is to inform you that there has today been filed in the office of the State Highway Commission a claim of Shockman & Sons, Hermiston, Oregon, against Loran Petro, said claim being in the amount of $163, and representing, for the most part, labor furnished Mr. Petro in connection with his contract No. 2893 with the State Highway Commission for the construction of the Umatilla River Dike Project on the Boardman-Stanfield Highway, in Umatilla County.

Shockman & Sons advise that they are having difficulty in effecting a settlement with Mr. Petro. This information is given you since you appear as surety on the bond furnished by Mr. Petro in connection with the project which involves this claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co

cc - Mr. Loran Petro
6416-J East 13th Street
McLaughlin Heights
Vancouver, Washington

NOTED ON CARD

9-24-47

NOTED
F. QUERY

September 24, 1947

Shockman & Sons
Box 961
Hermiston, Oregon

Gentlemen:

This acknowledges your letter of September 22 advising us of your claim in the amount of $163 against Loran Petro, contractor for the construction of the Umatilla River Dike Section along the Old Oregon Trail near Umatilla, State Highway Contract No. 2893.

I am sorry, but the State Highway Commission cannot pay your claim direct. We can offer you, however, protection of the bond furnished by Mr. Petro in connection with this job, which bond, I might state, was required as a guaranty for the satisfactory completion of the project and as protection for creditors who supplied labor and/or materials for the job.

This bond was written by the Aetna Casualty and Surety Company, for whom Bates, Lively and Pearson are local agents, with offices in the Yeon Building, Portland 4, Oregon. I would suggest that you file notice of your claim with the bonding company, which I am sure will be glad to give it just consideration and will perhaps expedite settlement of your claim by Mr. Petro.

I would also suggest that you file notice of your claim with the Secretary of State, Capitol Building, Salem, Oregon, inaconformity with the provisions of Section 98-101, O. C. L. A., a mimeographed copy of which I enclose for your information. The form to be used in filing the claim with the Secretary of State is given at the bottom of the first and the top of the second page of this excerpt.

You will note in reading this law that the bond furnished by a contractor may be held responsible and liable for payment of a

NOTED
F. QUERY

Shockman & Sons
Page 2
September 24, 1947

claim on the principal of that bond if, in the case of state highways, the claim is filed with the Secretary of State prior to the expiration of a period of six months immediately following the completion of the contract and acceptance of the work by the State Highway Commission. Our records disclose that Mr. Petro completed his contract on July 31, 1947, and that it was formally accepted by the State Highway Commission on August 26, 1947. You should, therefore, see to it that your claim is filed with the Secretary of State prior to February 26, 1948, if you have not secured satisfaction in the meantime.

Respectfully yours,

Secretary
[redacted]

HBG:ao

Hermiston, Ore.
Sept. 22, 1947

State Highway Division,
Salem, Ore.

Dear Sir:

In regards to the [illegible] built at Stanfield, Oregon by Lauren Petro. Shockman & Sons, Hermiston, Oregon have a bill against that job for the amt. of $[illegible]63.00, which is mostly labor. We have contacted Mr. Petro several times, asking him for this amt. The excuse he gave us for not paying, was that he had no settlement from the state. We also contacted the [illegible] Engineers at Pendleton, Ore. and he told us to get in touch with the main office, to insure our pay. Would like to hear from your office as soon as possible.

Yours truly
Shockman & Sons
Hermiston, Ore.
Br941

RECEIVED
SEP 24 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
P R GLAISYER

RECEIVED
AUG 22 1947
FOR FILING

30-1135

August 21, 1947

Mr. [illegible] Swayne, President
The First National Bank
Hermiston, Oregon

Dear Mr. Swayne:

This acknowledges receipt of your letter of August 18th concerning payments in connection with the Loren Petre contract with the State Highway Commission, being State Highway Contract No. [illegible] for the construction of the Umatilla River Dikes project in Umatilla County.

I am sorry that the warrant covering the last payment due to Mr. Petre was not delivered in accordance with our understanding. Hereafter the payments will go direct to the bank with no reference on the outside of the envelope regarding Mr. Petre. Our Accounting Department has been instructed accordingly.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]/v

cc - Malcolm [illegible] - Carl Smith

ECEIVED
AUG 22 1947
FOR FILING

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST
A. H. NORTON, CASHIER

Hermiston, Oregon

August 18, 1947

State Highway Commission
Salem Oregon

Gentlemen:

Re: Loran Petro River Constract.

We have advanced funds to Mr. Petro on the above contract, and you have an order from him instructing you to send all checks to him payable under this contract to him in care of this Bank. He is still indebted to this Bank for the amount still due him on this contract, or a little more.

When his check came last time, it was addressed correctly, but not too plainly, and the postmaster delivered it directly to Mr. Petro. We understand Mr. Petro has two more payments due him, and when they are ready we will appreciate your either placing the check in an envelop addressed to this Bank, or, in the event you cannot do this, mark the envelop very plainly in care of this Bank.

Your cooperation will be greatly appreciated.

Sincerely yours,

F.B.Swayze

FBS db

ANSWERED
H R GLAISYER

RECEIVED
AUG 19 1947
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—4-47

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 2, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 31, 1947

Amount of contract $7,290.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $7,790.00

Per cent of contract completed, based on total contract price ~~100~~ 95%

Engineering cost to date, $ 280, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has finished filling out his dike section and completed his contract.

Pipe to be installed by state forces, for Frank Gerres property has not arrived.

H. W. LIBBY

1947

NOTED
E. A PEASE

Signed L. R. Chandler

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

Form E-1—5M—4-47

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2393

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 31, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 280, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

A little dozer work to fill out some slopes still remains.

NOTED
H. W. LIBBY

JUL 1947

NOTED
E. A. PEASE

99 of 104 days

Signed L. R. Chandler

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed					
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1............, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1............, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	"		
Tuesday	Warm		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	Cool & Cloudy		

STATE PRINTING DEPT.

0-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 78 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 280.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work on this project.

H. W. LIBBY

JUL 21 1947

NOTED E. A. PEASE

92 Of 104 days

Signed L. R. Chandler

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27				
Miles partially completed					
Miles completed					
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12.000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Windy		
Tuesday	Fair		
Wednesday	"		
Thursday	Hot		
Friday	Hot overcast		
Saturday	Warm		

STATE PRINTING DEPT.

Form E-1-6M-6-44

30-1135

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 12, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 5, 1947

Estimated date of completion July 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 77 %

Estimated cost of completed project, exclusive of engineering 7 . $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $280.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work but contractor is held up trying to get a blade to finish.

NOTED H. W. LIBBY

JUL 1 4 1947

85 of 104 days

Signed L. R. Chandler

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed					
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	Hot		
Wednesday	"		
Thursday	Hot morning, high winds, & lightning rain in afternoon		
Friday	Cool		
Saturday	Warm		

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Form E-1—5M—12-46

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 4, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loren Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $ 7790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 280.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work on this project this week.

NOTED
E. G. SMITH

78 of 104 days

NOTED
E. A. R.

JUL 1947

NOTED
H. W. LIBBY

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed					
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

Form E-1—6M—12-46

30-1135

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 1947

Kind of work Embankment

Section Umatilla River Dike Project

Section prefix 30-1135

Highway Boardman-Stanfield

Contract number 2893

Contractor Loran Petro

Date of completion July 31, 1947

Date of contract April 19, 1947

Estimated date of completion July 15, 1947

Date work started May 5, 19

Per cent of time elapsed 68 %

Amount of contract $ 7,290.00

Estimated cost of completed project, exclusive of engineering $7,350.00

Per cent of contract completed, based on total contract price 95 %

Date project was completed , 19

Engineering cost to date, $ 260.00, %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No Work on this project this week.

NOTED
H. W. LIBBY

NOTED
F. A. PEASE
JUN 30 1947

71 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed	0.87				
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities	210				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	warm		
Monday	warm		
Tuesday	hot		
Wednesday	high wind		
Thursday	clear cool		
Friday	cool windy		
Saturday	cloudy cold		

STATE PRINTING DEPT.

Form E-1—5M—12-45

30-1135

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 1947

Section Umatilla River Dike Project

Kind of work embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Moran Petre

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 260.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project has been blue topped for finishing and the contractor is getting equipment to do this.

NOTED
H. W. LIBBY

NOTED
E. A. FLAS[illegible]

NOTED

64 of 104 days

JUN [illegible] 1947

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed	0.87				
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities	210				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Windy		
Monday	Windy		
Tuesday	Windy		
Wednesday	Windy		
Thursday	Windy		
Friday	Windy		
Saturday	Cool		

STATE PRINTING DEPT.

RECEIVED
JUN 20 1947
FOR FILING

36-1135

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 16, 1947

SUBJECT:

To:

NOTED
H. B. GLAISYER

First National Bank

Hermiston, Oregon

Attention: F. B. Swayze, President

Gentlemen:

This acknowledges receipt of your letter of June 12 concerning the proposed assignment of all monies due or to become due in connection with contract No. 2893 with Mr. Loran Petro.

You advised that the Surety Company on this contract has declined to give their consent to the blanket assignment as proposed and in lieu thereof you submit a letter from Mr. Petro dated June 12 requesting us to mail future warrants on this contract to him in care of your bank.

We are therefore considering the proposed assignment as cancelled, and future warrants, until further advice is received from Mr. Petro, will be mailed as follows:

"Loran Petro
c/o First National Bank
Hermiston, Oregon"

OK

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS/bmw

cc: H. B. Glaisyer ✓

ST[illegible] OF OREGON—HIGHWAY DEPAR[illegible]ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One dollar and no/100 - - - - - - - - - - - - - - - - - ($ 1.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all money due or to become due on Contract No. 28[illegible] for Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County, Oregon. to The First Nat'l. Bank of Hermiston, Hermiston, Oregon and authorize and empower said " " " " " " " " to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer, provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this 21 day of ...., 195

Executed in the presence of us as witnesses:

LORAN PETRO

By Loran Petro

O.K. subject to
surety [illegible] agreement.
endorsement of future
[illegible] to this
checks be [illegible]
in care [illegible] Bank
Hermiston

STATE PRINTING DEPT.

Respectfully Yours,

LORAN PETRO /S/

Loran Petro

COPY

LORAN PETRO
GENERAL EXCAVATING CONTRACTOR
P.O. Box 549, Hermiston, Ore. Phone 3482

6/12/47

Oregon State Highway Commission
Salem, Ore.

Gentlemen:

Please cancel my application for a blanket assignment in favor of the First National Bank of Hermiston covering money due or to become due me on my contract No. 2893, and send only the assignment on the first estimate.

When succeeding estimates are sent back to you please have the checks mailed in the following manner: Loran Petro, C/O First National Bank of Hermiston, Hermiston, Oregon.

Respectfully Yours,

LORAN PETRO /S/

Loran Petro

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

June 12, 1947

Oregon State Highway Commission
Salem, Oregon

Gentlemen

With further referance to the money due Mr. Loran Petro, contract your number 2893, Mr. Petro has been advised by his bonding company that they do not wish to give their consent for the remainder of the money due on this contract to be paid to us direct. We do not know why but, in this particular case, we do not believe it is important.

We are enclosing herewith a request signed by Mr. Petro that when his next estimate is payable that you send the check to him in care of this bank. I hope this will be agreeable and that we can have his next check on his estimate at your earliest convenience.

Very truly yours

THE FIRST NATIONAL BANK

F B Swayze
By F. B. Swayze, Pres.

FBS:FFF

REFERRED TO
Carl Smith
BY SECRETARY

note — make copies for your files and return originals to me
RHB

NOTED
JUN 18 [illegible] 7
CARL SMITH

RECEIVED
JUN 1[illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 6, 1947

First National Bank
Hermiston, Oregon

Attention: F. B. Swayze

NOTED
H. B. GLAISYER

Gentlemen:

Please refer to my letter of May 29 in connection the assignment to your bank by Mr. Loran Petro in connection with his contract No. 2093. Also, please refer to your reply of May 31 submitting, properly executed, assignment of claim forms from Mr. Petro to your bank, one covering all money due or to become due under the contract, the other being a particular assignment of estimate 1 of the same contract. In your letter of May 31 you advised that Mr. Petro was leaving for Portland and that on Monday, June 2, he was to secure the written consent of the Bonding Company to the assignment and submit it to this office.

We have now received the written consent of the Surety Company (the Etna Casualty & Surety Company, Bates, Lively and Pearson, Agent, 301 Yeon Building, Portland) to the assignment of the particular estimate No. 1, but no consent was received in connection with the blanket assignment submitted, and until such consent is received from the Surety Company, the delivery of future checks after estimate 1 on this contract cannot be completed to your bank. Inasmuch as you are the interested party, I am suggesting that you take the matter up with the agent of the Surety Company and request them to submit their written consent to the assignment of all monies due or to become due under this contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS/bmw

cc: Loran Petro, Hermiston, Oregon

H. B. Glaisyer ←

FORM E-90 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1947

SUBJECT:

To:

Mr. H. B. Glaisyer
Office

Dear Sir:

As per your request, I attach, herewith, for your contract files, the two original signed forms of assignment of claim in connection with contract No. 2893 with Loran Petro. One is a blanket assignment of all money due or to become due on the contract, the other is a particular assignment of estimate 1.

Very truly yours,

Carl F Smith
Carl F. Smith
Accounting Division

CFS/bmw

encl.

MEMBER FEDERAL RESERVE SYSTEM

THE FIRST NATIONAL BANK
OF HERMISTON
HERMISTON, OREGON

May 31, 1947.

REFERRED TO Carl Smith BY SECRETARY

Please return on
of each to me
filing in the con
HB

State Highway Commission,
Salem, Oregon,
Attention Mr. Carl F. Smith:

Dear Mr. Smith:

We are inclosing the assignments of Mr. Loran Petro on his contract No. 2893, Umatilla River Dike Project.

Mr. Petro is leaving today for Portland and on Monday he is to get the consent of his bonding company to this assignment and send it to you.

Very truly yours,

H. B. Swayze, President.

H. B. Swayze

RECEIVED
JUN 2 1947
OREGON
STATE HIGHWAY COMMISSION

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST
A. H. NORTON, CASHIER

Hermiston, Oregon

May 27, 1947

State Highway Commission
Salem. Oregon

Gentlemen

One of our clients, Mr. Loren Petro, has called on us today for a small advance and has offered the proceeds of an estimate on work he has been doing for you near Stanfield.

Mr. Petro has signed on the bank of this estimate blank and we are enclosing it herewith. The proceeds of this estimate are to come to this bank and if there is any special blank you have for the assignment of an estimate we will be pleased to have you send up one which we will have him sign. In the event this money is to come within a few days and the account, as it stands, is not assignable, then we will be pleased to have you send his check to this bank. In order to cover this, we will enclose herewith a letter from Mr. Petro which we think would give you authority either to make the check to us direct or make it payable to both he and the bank or, if you would rather, if we may have an assignment blank, we will have him sign it and return it to you.

Very truly yours

THE FIRST NATIONAL BANK

F. B. Swayze

By F. B. Swayze, Pres.

FBS:FFF

Enclosures

RECEIVED
MAY 28 1947
OREGON
STATE HIGHWAY COMMISSION

LORAN ********** PETRO

GENERAL EXCAVATING CONTRACTOR
P.O Box 549, Hermiston, Ore. Phone 3482

5/26/47

Oregon State Highway Commission
319 State Office Building
Salem, Ore.

Gentlemen:

Please direct payment on the enclosed estimate to my banker, the First National Bank of Hermiston, Oregon, C/O Mr. F.B. Swayze, President.

Enclosed you will find the necessary assignment form.

Respectfully Yours,

Loran Petro

Loran Petro.

RECEIVED
MAY 28 1947
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—6-44

30-1125

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 14, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Patro

Contract number 2898

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 55 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 860.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has been down all week with broken equipment but is ready to go again and will finish his fine grading

NOTED H. W. LIBBY

NOTED

JUN 16 1947

57 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed	0.87				
Total estimated quantities	12,500				
Estimated quantities moved or placed to date	12,000				
Average daily quantities	210				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Windy		
Saturday	Fair		

STATE PRINTING DEPT.

Form E-1—5M—6-44

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 7, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Logan Petre

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion June 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 48 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 260.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finishing

NOTED H. W. LIBBY

NOTED RAY WENGER

50 of 104 days

JUN 9 1947

NOTED E. A. PEASE

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed	0.87				
Total estimated quantities	13,500				
Estimated quantities moved or placed to date	13,000				
Average daily quantities	250				
Average daily quantities necessary to complete project on time					
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....2...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Fair & Rain		
Wednesday	Fair & Rain		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

STATE PRINTING DEPT.

Form E-1—5M—6-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 31, 1947

Section Umatilla River Dike Project	Kind of work Embankment
Highway Boardman-Stanfield	Section prefix 30-1135
Contractor Loran Petro	Contract number 2893
Date of contract April 19, 1947	Date of completion July 31, 1947
Date work started May 5, 1947	Estimated date of completion June 15, 1947
Amount of contract $ 7,290.00	Per cent of time elapsed 41 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 285.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The material for the dike has nearly all been hauled. Some finishing and the fine grading remain.

The material for the upper end of the dike has been taken, at his request , from a channel change on the Correa place.

NOTED
H. W. LIBBY

1947
NOTED
E. A. PEASE

43 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form E-1—5M—6-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 31, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petre

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion June 15, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 41 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 285.00, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The material for the dike has nearly all been hauled. Some finishing and the fine grading remain.

The material for the upper end of the dike has been taken, at his request , from a channel change on the Correa place.

NOTED H. W. LIBBY

NOTED E. A. PEASE 1947

43 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed	0.87				
Miles completed					
Total estimated quantities	13,500				
Estimated quantities moved or placed to date	10,000				
Average daily quantities	233				
Average daily quantities necessary to complete project on time	57				
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%;

.... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Cat & Carryall 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Windy		
Monday	Warm		
Tuesday	Windy		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Cloudy		
Saturday	Cloudy		

FORM E-128X 10M 7-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
JUN 2 1947
FOR FILING

May 29, 1947

NOTED
H. B. GLAISYER

First National Bank
Hermiston, Oregon

Attention: F. B. Swayze, President

Gentlemen:

This acknowledges receipt of your letter of May 27, accompanied by Mr. Logan Petro's letter of May 26 and the properly signed voucher for $1,215.00 covering estimate 1 on our contract No. 2893, with Mr. Petro for work on the Umatilla Dyke Project.

According to the letters, you are advancing funds to Mr. Petro in return for which he wishes to assign the proceeds of this estimate to your bank.

In order to satisfy our requirements, it will be necessary for Mr. Petro to furnish us with a properly executed assignment on our approved form and to also furnish us with the written consent to the assignment of the Surety Company on this contract. This company is the Aetna Casualty & Surety Company, the agents for which are Bates, Lively and Pearson, whose address is Yeon Building, Portland.

I have accordingly made up an assignment form in the proper manner, which, as you will note, must read for the full amount of the voucher, as we do not split payment on State claims. I am enclosing the assignment form in 5 copies, 3 of which (including the original copy) should be returned to this office properly executed by Mr. Petro. Upon the receipt of these properly signed forms and the written consent of the Surety Company to the assignment, the claim will be placed in line for payment, showing your bank as assignee.

From our past experience with other contractors, we believe it very possible that Mr. Petro may have the intention of assigning subsequent estimates as they come due. If such is the case, it is our suggestion that he execute and file with this Commission a blanket assignment of all monies now due or to become due on this contract, and we have accordingly written up such an assignment in the same manner as the one we have written for this particular estimate. If Mr. Petro wishes to so assign the proceeds, then this blanket assignment, which I am also enclosing, should be handled in the same manner as the individual assignment of this estimate, including the written consent of the Surety Company to such blanket assignment.

In case this blanket assignment is executed, it will still be necessary for Mr. Petro to also sign the form covering this particular estimate, as such a form must accompany each separate claim voucher which is passed to the Secretary of State for payment.

Until we hear definitely from you in reply to this letter, we will hold the signed estimate voucher at this office, as it will not be necessary for Mr. Petro to sign it again.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Carl F. Smith
Accounting Division

CFS/[illegible]
encl.

cc: H. B. Glaisyer ✓

Loren Petro
Hermiston, Oregon

Form E-1—5M—6-44

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 24, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 5, 1947

Estimated date of completion July 31, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 35 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 225.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor hauling between station 25 and 39

NOTED
E. A. PEASE

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

36 of 104 days

Signed L. R. Chandler ajw

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed	0.87				
Miles completed					
Total estimated quantities	13,500				
Estimated quantities moved or placed to date	8,500				
Average daily quantities	236				
Average daily quantities necessary to complete project on time	22				
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Cat & carryall 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

STATE PRINTING DEPT.

ECEIVED
MAY 17 1947
FOR FILING

30-11

May 17, 1947

Mr. Loren Petro
Hermiston
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2895, which was awarded to you on April 19, 1947 by the State Highway Commission, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway in Umatilla County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
Encl. 1

RECEIVED
MAY 19 1947
FOR FILING

30-1135

May 17, 1947

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of contract No. 2893 which was awarded to Loren Petee by the State Highway Commission on April 19, 1947, covering the embankment work on the Umatilla River Dike Project of the Boardman-Stanfield Highway in Umatilla County.

We are sending you a copy of this contract for your records and files because you appear as surety for the contractor on this job.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

Form E-1—5M—6-44

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 17, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petro

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31 1947

Date work started May 5, 1947

Estimated date of completion July 31, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 27 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 200.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor hauling between station 15 and 19. Cut Maxwell-Dillon Irrigation cannal this week and have water through same. Party finished staking dike today except for 3 culverts through dike on property station 25/50 to South end of project.

29 of 104 days

NOTED H. W. LIBBY

NOTED

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed	0.4				
Miles completed					
Total estimated quantities	15,500				
Estimated quantities moved or placed to date	7,000				
Average daily quantities	241				
Average daily quantities necessary to complete project on time	87				
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	7				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Cat & carryall 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Windy		
Tuesday	Windy		
Wednesday	Windy		
Thursday	Windy		
Friday	Windy		
Saturday	Windy		

STATE PRINTING DEPT.

Form E-1—5M—6-44

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 10, 1947

Section Umatilla River Dike Project

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Leran Petre

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 5, 1947

Estimated date of completion July 31, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed 5 %

Estimated cost of completed project, exclusive of engineering $ 7,790.00

Per cent of contract completed, based on total contract price 18 %

Engineering cost to date, $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Cat and carryall working between stations 0 to 8

NOTED E. A. PLACE

[illegible] 12 1947

NOTED H. W. LIBBY

22 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed	0.1				
Miles completed	0				
Total estimated quantities	13500				
Estimated quantities moved or placed to date	2500				
Average daily quantities	125				
Average daily quantities necessary to complete project on time	150				
Number shifts per day	2				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Cat & Carryall 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Rain		
Friday	Windy		
Saturday	Fair		

STATE PRINTING DEPT.

Form E-1—5M—6-44

30-1135

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 3, 1947

Section Umatilla River Dike

Kind of work Embankment

Highway Boardman-Stanfield

Section prefix 30-1135

Contractor Loran Petre

Contract number 2893

Date of contract April 19, 1947

Date of completion July 31, 1947

Date work started May 3, 1947

Estimated date of completion July 31, 1947

Amount of contract $ 7,290.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 7,290.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contracter moved in tractor and carryall Friday evening.
Over Frank Correa property with owner in regard to his request
to change location of dike Dillon Ditch headgate to south end of
orchard, station 25 + 68 to Equation(36 + 78.95 Bk. 30 + 56.15 Ahd.)
This change is feasible.

NOTED H. W. LIBBY

1947

NOTED E. A.

15 of 104 days

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed					
Miles completed					
Total estimated quantities	155000				
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Carryall 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
APR 30 1947
FOR FILING

30-1135

April 29, 1947

Mr. Loren Petro
Hermiston
Oregon

Dear Sir:

We are sending you today, by express, four copies of contract No. 2893 which was awarded to you by the State Highway Commission on April 19, 1947, covering the Umatilla River Dike Project on the Boardman-Stanfield Highway.

Kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

~~R~~ECEIVED
MAY 10 1947
FOR FILING
30-1135

April 19, 1947

Mr. Loren Petre
Post Office Box 549
Hermiston, Oregon

Dear Mr. Petre:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway near Stanfield in Umatilla County. This award was based on your low bid of $7,290 submitted on March 24, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

cc - Mr. R. G. Smith (3)
Goldie Lewis
Mr. S. H. Probert

St

ge to the account of _______________ $ Files -

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EG
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agre to

AGENDA
APR 22 1947

4-l

April 19, 1947
11:45 a.m.

Mr. Loran Petre
Hermiston, Oregon

State Highway Commission awarded you today contract for Umatilla River Dike Project adjacent to the Boardman-Stanfield Highway, Umatilla County based on your low bid submitted March 24, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION
H. B. Glaisyer, Secretary

dr
5001-900
Salem, Oregon

OREGON STATE HIGHWAY DEPARTMENT —

HIGHWAY DEPARTMENT — ITEMIZED BIDS RECEIVED Sheet 1 of 2 sheets

OREGON STATE HIGHWAY DEPARTMENT — ITEMIZED

E HIGHWAY DEPARTMENT — ITEMIZED BIDS RECEIVED Sheet 2 of 2 sheets

FI-248(11) Troutdale-Wahkeena Cr. 1947
Sec., Columbia River Hwy.
#2894 Hydraulic-Dredged Embankment

RECEIVED
DEC 13 1949
FOR FILING

FI-248(11)

October 12, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the Troutdale-Wahkeena Creek Section, Project No. FI-248 (11).

It is requested the present setup of Federal funds of $838,221.00 be increased to $932,000.00, which amount is more representative of the permissible Federal share of the total cost of the project.

One copy of form PR-9 covering this request is enclosed herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

Encl.

Oregon State Highway Department

Federal Aid Project No. FI-248 (11)

TROUTDALE-WAHKEENA CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1949

(STA. 519+50 TO 615+00) (STA. 728+50 TO 788+00) (STA. 892+50 TO 1132+50)
(STA. 1165+33 TO 1215+39) (CONTRACT NO. 2754)

Grading

All Required		Clearing and Grubbing		
60	cu. yds.	Trench Excavation, Unclassified	$ 4.00	$ 10,000.00
600	cu. yds.	Structural Excavation, Unclassified		240.00
206,000	cu. yds.	Borrow Excavation, Unclassified	1.50	900.00
213,000	cu. yds.	General Excavation, Location "A", Unclassified	0.20	41,200.00
12,000	cu. yds.	General Excavation, Location "B", Unclassified	0.20	42,600.00
6,000	cu. yds.	General Excavation, Location "C", Unclassified	0.20	2,400.00
7,000	cu. yds.	Channel Change Excavation	0.50	3,000.00
1,900,000	yd. sta.	Short Overhaul	0.70	4,900.00
40,000	C-yd. sta.	Long Overhaul	0.01	19,000.00
7,000	lin. ft.	Rounding Cutbanks	0.40	16,000.00
2.49	miles	Finishing Roadbed and Slopes	0.10	700.00
440	lin. ft.	18" Corr. Iron Pipe, Protected Invert	500.00	1,245.00
450	lin. ft.	24" Corr. Iron Pipe, Protected Invert	3.00	1,320.00
130	lin. ft.	36" Corr. Iron Pipe, Protected Invert	4.00	1,800.00
250	hours	Topsoiling With Tractor and Carryall	10.00	1,300.00
50	hours	Topsoiling With Blade Grader	11.00	2,750.00
			7.00	350.00
				$149,705.00

Hydraulic Embankment (Contract No. 2894)

All Required		Clearing		$ 25,000.00
1,900	cu. yds.	Structural Excavation, Unclassified	$ 2.50	4,750.00

3,200,000	cu. yds.	Hydraulic Embankment in Place	$ 0.266	$851,200.00
5,000	cu. yds.	Extra for Filling Cellular Wall	1.50	7,500.00
850	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.96	3,366.00
1,100	lin. ft.	18" Extra Strength Corr. Metal Pipe, Protected Invert	4.17	4,587.00
1,300	lin. ft.	24" Corr. Metal Pipe, Protected Invert	5.80	7,540.00
2,800	lin. ft.	24" Extra Strength Corr. Metal Pipe, Protected Invert	6.90	19,320.00
450	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.55	3,847.50
150	lin. ft.	36" Corr. Metal Pipe, Protected Invert	10.55	1,582.50
650	lin. ft.	36" Extra Strength Corr. Metal Pipe, Protected Invert	12.00	7,800.00
				$936,493.00

Rock Toe, Slope Protection and Topping (Contract No. 2895)

5,000	cu. yds.	Loose Rock Excavation at Corbett Quarry, Truck Measure	$ 0.50	$ 2,500.00
19,500	cu. yds.	Solid Rock Excavation at Corbett Quarry	1.00	19,500.00
51,000	cu. yds.	Excavation at Tunnel Point	1.05	53,550.00
105,000	cu. yds.	Excavation at Coopey Quarry	0.90	94,500.00
1,002,000	yd. sta.	Short Overhaul	0.02	20,040.00
92,700	C-yd. sta.	Long Overhaul	0.50	46,350.00
65,400	cu. yds.	Excavating and Placing Topsoil	0.80	52,320.00
157,000	yd. mi.	Hauling Topsoil	0.20	31,400.00
170	acres	Preparing, Fertilizing and Seeding Grass Areas	40.00	6,800.00
				$326,960.00

Culverts (Stas. 1045+13 and 1204+17) (Contract No. 2755)

330	cu. yds.	Structural Excavation	$ 5.00	$ 1,650.00
455	cu. yds.	Class "A" Concrete	30.00	13,650.00
71,400	lbs.	Metal Reinforcement	0.06	4,284.00
				$ 19,584.00

Work Performed by Union Pacific Railway Company's Forces

All Required	Construct Hauling Road Trestle	$ 5,000.00
	Subtotal	$1,437,742.00
	10% Engr. & Cont.	143,774.20
	Total	$1,581,516.20

Jordan Overcrossing (Sta. 521+04.25 to 521+35.75) (Contract No. 2755)

300	cu. yds.	Structural Excavation	$ 5.00	$ 1,500.00
265	cu. yds.	Class "A" Concrete	30.00	7,950.00
46,600	lbs.	Metal Reinforcement	0.06	2,796.00
75	lin. ft.	Metal Handrail	8.50	637.50
		Subtotal		$ 12,883.50
		10% Engr. & Cont.		1,288.35
		Total		$ 14,171.85

Length of Roadway	8.422 miles
Length of Bridge	.006 mile
Total Length	8.428 miles
Cost per mile, Roadway	$187,783.92

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$1,581,516.20	$923,723.00	$657,793.20
Bridge	14,171.85	8,277.00	5,894.85
	$1,595,688.05	$932,000.00	$663,688.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 5, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

				Project Cost					
	Item No.	Project No.	Termini	Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	57	FI-248 (11)	Sandy River near Troutdale to Wahkeena Creek	Survey-Plans					Gr., Dr., Hydr. Embankment Rock Toe, Riprap, Topping and Bridge
				Right-of-Way					
				Construction	1,595,688	838,221	757,467		
				Total	1,595,688	838,221	757,467	8.428	
Requested Revision	57	FI-248 (11)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	1,595,688	932,000	663,688		
				Total	1,595,688	932,000	663,688	8.428	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to reflect more nearly permissible Federal share

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

File

COPY

ILING

I-248

2314

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1949

1354w

SUBJECT: Original referred to H. G. Smith by WCW with notation: "Have Skelton do work under 'Order for State Force on Contract Project'."

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #1354, the attached letter from Mr. Skelton advises that he does not feel that the Hydraulic Dredging Company should be required to rebuild the wornout railroad fence. Therefore, I recommend that we do it ourselves. The sum involved is insufficient to justify a controversy with the railroad.

Very truly yours,

(sgd) H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR

Enc.

FORM 3010

FORM E-30 35M 1-48 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 20, 1949

NOTED
H. G. SMITH

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Edwin A. Pease

Dear Sir:

Under date of August 29th you forwarded copy of a letter from L. W. Althof of the Union Pacific, pertaining to certain items which he claims were not done on the Troutdale-Wahkeena Creek hydraulic dredging.

Mr. Peterson advises that the ground between Station 1116 and 1125+50 was low and swampy, and covered with heavy brush and blackberry vines. The railroad right of way fence was not visible, and it is doubtful if it had been maintained for a good many years. Our slopes were north of where the fence apparently was, and in constructing the hydraulic fill, a certain amount of sand ran into this area, resulting in the brush and blackberry vines dying out. Mr. Peterson advises that when first observed, only an occasional wood post was noted, and no wire was observed at all. Such posts as were noted were almost completely decayed. There were several other areas between Coopey Quarry and Bridal Veil where very little semblance of a fence was noted. The Hydraulic Dredging Company fenced the entire area from Bridal Veil to east of our entrance to Coopey Quarry, or at about Station 1116.

I am enclosing a copy of a letter dated September 2nd from the Hydraulic Dredging Company, addressed to Mr. Peterson. You will note that they feel that the stretch of the fence they put in where there was no discernable fence, more than offsets the 950 feet mentioned by Mr. Althof. I would question the contractor's responsibility to replace the fence that was in the condition that this fence was in between Station 1116 and 1125+50.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: C. A. Peterson

ASSIGNMENT No. 1354

IPTION: Letter regarding report from UPR Co. inspector
re highway construction, Troutdale Wahkeena Creek.
Dated August 25, 1949

DATE: August 26, 1949 ASSIGNED TO: H. G. Smith

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date________________

☐ ____

REPORT RECEIVED: 9-23-49 me

REMARKS:

FORM 3010
2-48-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF,
RESIDENT ENGINEER

881 PITTOCK BLOCK
PORTLAND 5, OREGON

August 25, 1949

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Hydraulic Dredging Company, Ltd.,
Central Bank Building,
Oakland, California.

Fidelity and Deposit Company,
405 Montgomery Street,
San Francisco 4, California.

Mr. L. A. Collins - Portland
Mr. A. McAllister - Albina)

Dear Sir:

I am in receipt of the following report from our inspector in regard to highway construction, Troutdale-Wahkeena Creek:

> "The Hydraulic Dredging Company removed stretches of right of way fence on and around Bridal Veil before making hydraulic fill for new road. Most of this was restored back into place, with the exception of around 950 feet.
>
> "This stretch runs west from Coopey Falls crossing. It is between Highway Stations 1116 plus 00 and 1125 plus 50.
>
> "I called the attention of this fact to the Hydraulic Company's supervision, and later on to the State Highway Engineers. As yet nothing has been done."

Will you please take the steps necessary to have this fence restoration completed, advising.

Yours truly,

L. W. Althof.

RECEIVED

RECEIVED
MAY 9 - 1949
FOR FILING
FORM E-30 10M 6-46 23439

Files

71-248(11)

2894

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 5, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	6449	2894	17-final	Hydraulic Dredging Co.	2,684.39	349707	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This has been accepted and my files show no time extension granted.

aaw

NOTED
H. B. GLAISYER

ACCOUNTING DIVISION

By ______
Bookkeeping Dept.

NOTED ON CARD
5-5-49

Approved ______
Secretary

RECEIVED
MAR 31 1949
FOR FILING
71-248 (11)
2511

March 30, 1949

Fidelity & Deposit Co.of Maryland
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No.2894 for work on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Hydraulic Dredging Co.,Ltd., and that final payment in the amount of $2,684.39 will be made on or after April 9,1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $966,359.14, of which amount $4,381.93 represents force account items. This contract was completed on September 27 and accepted by the Commission on November 3, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co.of Maryland
Portland Branch Office
Clarence D. Porter, Manager
Failing Bldg.
Portland, Oregon

NOTED ON CARD
3-28-49

RECEIVED
FEB 24 [illegible]
FOR FILING

91-3[illegible]

2894

Mr. Lewis
note on card

February 17, 1949

Fidelity & Deposit Co. of Maryland
Baltimore, 3,
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Hydraulic Dredging Co., Ltd., on contract No. 2894, covering hydraulic embankment on the Troutdale-Wahkeena Creek Section, in Multnomah County. This payment, in the amount of $24,795.07 will be made on or after February 28, 1949. The retained percentage is $3,000.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - Fiedlity & Deposit Co. of Maryland
Clarence D. Porter, Manager
Failing Bldg.
Portland, Oregon

NOTED ON CARD

2-17-49 g

RECEIVED
OCT 22 1948
FOR FILING

71-245 ([illegible])

2894

October 21, 1948

Fidelity & Deposit Co.of Maryland
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Hydraulic Dredging Co.,Ltd. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2894 for hydraulic imbankment on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County. This payment, which is in the amount of $50,895.90, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $29,037.52. The present payment to the contractor will be made on or after November 1, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co.of Maryland
Clarence D. Porter, Manager
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

12-21-48 gr

Form E-1—5M—1-46

71-248(11)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct 9th, 1948

Section	Troutdale-[illegible]	Kind of work	[illegible]
Highway	Columbia River	Section prefix	26-1078
Contractor	[illegible]	Contract number	ZE9A
Date of contract	April 22, 1947	Date of completion	Sept 30th, 1948
Date work started	July 15th, 1947	Estimated date of completion	Sept 30th, 1948
Amount of contract	$967915.98	Per cent of time elapsed	100 %

Estimated cost of completed project, exclusive of engineering $967915.98

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $29100, 51% — Date project was completed Sept 27, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engineer crew of 4 men completed checking computation.

Construction maps and profile will be completed this coming week.

RECEIVED
OCT 11 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed [illegible]

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

		[illegible]	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
[illegible]					
[illegible]					
Miles [illegible]					
Total estim[illegible]	[illegible]				
Estimated quantities [illegible]	3,173082				
Average daily quantities [illegible]	—				
Average daily quantities [illegible] complete project on time	—				
Number shifts per day	—				
Hours per shift	—				
Average force on project for week	—				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 30 1948
FOR FILING

FI-248 (11)

2894

September 29, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 27, 1948 on Contract No. 2894, Troutdale-Wahkeena Creek Section, with the Hydraulic Dredging Company, Ltd., in connection with Federal Aid Project No. FI-248 (11)

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:cw

cc: C. H. Armstrong

RECEIVED
AUG 26 1948
FOR FILING

EL-241

#[illegible]

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
AUGUST 25, 1948

MR. C. P. NORTON
DIVISION PLANT SUPERINTENDENT
WESTERN UNION TELEGRAPH CO.
SAN FRANCISCO, CALIF

RETEL YOUR JOB 3471-48 LETTER AUTHORIZING YOU TO PERFORM THIS WORK UNDER REIMBURSABLE COSTS MAILED YOU YESTERDAY.

W. C. WILLIAMS

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

1201

WESTERN UNION

(50)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA178 DH DM=SANFRANCISCO CALIF 25= AUG 25 PM 1 53

:OREGON STATE HIGHWAY DEPT=
:ATTN W C WILLIAMS

PLS. SEE MY TELEGRAM OF AUGUST 17 AND YOUR REPLY SAME DATE REGARDING POLES, PARTIALLY BURIED BY SAND DUE TO HIGHWAY WORK JUST WEST OF BRIDAL VEIL COVERED BY OUR JOB 3471-48. CAN YOU NOW ADVISE REGARDING AUTHORITY FOR BILLING THIS EXPENSE AGAINST THE STATE=

:C P NORTON DIVN PLANT SUPT WESTERN UNION TELEGRAPH CO=

NOTED
W. C. WILLIAMS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(37)■.

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1948 AUG 17 AM 11 40

PRA145 DH DN=SANFRANCISCO CALIF 17=

OREGON STATE HIGHWAY DEPT=

PLS. SEE MY LETTER AUGUST 4 JOBS PACIFIC 3471-48 REGARDING
POLES PARTIALLY BURIED BY SAND DUE TO HIGHWAY WORK JUST WEST
OF BRIDAL VEIL. DESIRABLE TO REPLACE POLES WHILE TELEGRAPH
GANG IN THIS VICINITY. WILL YOU PLS. AUTHORIZE BY WIRE OF
BILLING EXPENSE MENTIONED IN MY LETTER ESTIMATED COST OF
WHICH IS $772 AGAINST STATE=

C P NORTON DIVN PLANT SUPT WESTERN UNION TELEGRAPH CO
SAN FRANCISCO CALIF=

4 3471-48 $772=

Y WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
AUG 30 1948
FOR FILING

August 26, 1948

#635W

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Please pardon my delay in replying to your letter of July 13 having reference to the four inch cast iron sewer pipe serving your agent's quarters at Bridal Veil, which pipe was replaced with a secondhand four inch steel pipe during our construction activities.

I attach hereto a copy of a letter addressed to Mr. A. G. Skelton by Mr. Carl A. Peterson, Resident Engineer on the project, having reference to this matter. You will note in the last paragraph of Mr. Peterson's letter that the installation is being left exposed for inspection. Division Engineer Skelton did make a subsequent inspection and it is his opinion that the installation is now in better shape than before the change was made. However, we will state that if the installation as it now exists is not satisfactory to you, we will replace the steel pipe with concrete sewer pipe.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
Encl.
cc - A. G. Skelton
Carl A. Peterson

FORM E-30 36M 8-40 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Reference is made to Record of Assignment No. 635, WCW, pertaining to a complaint from the Union Pacific Railroad Company concerning a sewer connection at the railroad station at Bridal Veil to one of our cross culverts.

I am attaching hereto copies of reports from Mr. Peterson, Resident Engineer, and Mr. Skelton, with regard to this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1948

SUBJECT: Sewer Connections at Bridal Veil Depot

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

Dear Sir:

In regard to the sewer connection at Briday Veil.

The Hydraulic Dredging Company cut the 4-inch steel pipe leading into their septic tank and welded a piece of similar pipe onto the end, to which was connected a 6 inch steel pipe leading into our 18 inch pipe 54 feet East of their sewer. We assumed that this pipe was satisfactory since theirs was steel and not cast iron.

We are leaving this installation exposed for your advice as to whether it should be replaced with a four inch cast iron pipe.

Very truly yours,

/s/ Carl A. Peterson
Resident Engineer

Copy Murray

COPY

FORM E 80X 15M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 2, 1948

SUBJECT:

To: Mr. N. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of July 16th you forwarded copy of a complaint dated July 13th from S. Murray of the Union Pacific Railroad Company, concerning the sewer connection from the railroad station at Bridal Veil to our cross culvert, a short distance east of the station. You requested that I investigate the complaint, and either report or take appropriate steps to rectify it.

I am forwarding herewith copy of Mr. Peterson's report of July 21st. You will note that the present outlet, leading across the railroad tracks to the north side thereof, is a 4 inch steel pipe, which originally lead into their septic tank. Mr. Peterson states that this pipe originally lead into the top of wooden construction, and completely filled, and was not in use at the time the new connection was made. Finishing of the hydraulic section of this point had not been completed, and in order to provide a suitable connection for this severage, the railroad company had requested us to expedite a connection to our cross culvert. It was possible to make this connection with steel pipe by welding the joints and carrying across the uncompleted section, which would later be filled around and over the pipe. The pipe used was in good condition, and all of it is in better shape than the 4 inch steel pipe we connected from. I looked at this installation, and can see no logical reason for complaint by the railroad company. However, if they are not satisfied with this, we can replace the steel pipe complained of after the grading job is completed with concrete sewer pipe.

Yours very truly,

A G Skelton
A. G. SKELTON
Division Engineer

RECEIVED
[illegible]
OFFICE OF
CONSTRU[illegible] ENGINEER

AGS:w
Encl.

cc: C. A. Peterson

ASSIGNMENT NO. 1635

TION: Letter from Union Pacific Railroad Company concerning hydraulic fill for new highway at Bridal Veil.

DATE: July 15, 1948 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☒ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ______________________________

REPORT RECEIVED: 8-4-48

REMARKS:

FORM 3010
2-46-1M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

July 13, 1948

91

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. L. A. Collins - Portland
Mr. A. McAllister - Albina
Mr. L. W. Althof - Albina)

Dear Sir:

Our inspector advises that your contractor who made the hydraulic fill for the new highway, at Bridal Veil cut our 4" C.I. sewer pipe serving the agent's quarters. This pipe originally ran into a treated wooden septic tank. I am also advised that he placed an 18" culvert some 60 feet east of the point where the cut was made in the sewer line, and that a second hand 4" steel pipe has been installed from the cut in our sewer line to this culvert, part of the pipe used being some of that which was excavated during the building of the highway grade and which had been discarded by us several years ago; also that there not having been enough 4" steel pipe, a piece of 6" has been welded around an 18 foot length to complete the job.

I do not consider this a first-class job and believe it should be replaced with 4" C.I. pipe. Do you not agree?

Yours truly,

S. MURRAY.

RECEIVED
JUL 1[illegible] 1948
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUL 14 1948
STATE [illegible] COMMISSION

RECEIVED
AUG 30 [illegible]
FOR FILING

F1-[illegible] (11)

#688 w

August 26, 1948

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to your letter of August 6, having reference to the nine inch corrugated sewer pipe installed at Bridal Veil to serve as the section and signal maintainer's sewer. In your letter you state the corrugated pipe is not satisfactory.

I attach hereto reports made on this matter by Resident Engineer Carl A. Peterson and Division Engineer A. G. Skelton.

From the reports of Peterson and Skelton it would seem that there is a difference of opinion as to the adequacy of the sewer pipe.

May I suggest that you give reconsideration to the replacement of the pipe after studying the reports. However, if you are still of the opinion that the present installation will not function properly, we will appreciate your further comments.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
Encl.
cc - A. G. Skelton
Carl A. Peterson

FORM E-90 25M 8-46 22294

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Reference is made to Record of Assignment No. 688, WCW, pertaining to a complain of Sam Murray of the Union Pacific Railway Company, regarding a sewer pipe being installed at Bridal Veil.

I attached hereto copies of reports from Mr. Skelton and Mr. Peterson, which I believe thoroughly explains this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

FORM E-90X 15M 8-46 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 13, 1948

RECEIVED

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of August 10th you forwarded letter dated August 6 from E. Murray of the Union Pacific Railroad Company. Mr. Murray objected to the installation of the 9 inch corrugated metal sewer pipe extending from the section and signal maintainers sewer to a culvert under the new highway some 300 feet west. Mr. Murray objected to the use of corrugated pipe, and also questioned the advisability of connecting this sewer into a culvert.

I am enclosing herewith copy of Resident Engineer Peterson's report of August 12th on this letter. Mr. Peterson states that the 9 inch bituminous coated, asbestos bonded, C.G.M. pipe used is to carry the flow from two four inch sewer pipes. The pipe has an open end for ease in clearing a stoppage should one occur. The Union Pacific inspector on the job was advised of the type of installation to be made, but no objection was expressed until after the installation was completed. No difficulty of any kind has been experienced up to the present, and as far as I can see, there is no reason to expect trouble with this installation due to the excess size used, and the suitable gradient. As to carrying this sewerage under our new fill to the river in a culvert pipe, I can see no reason why there should be any objection raised by the Union Pacific Company. We certainly can't have sewerage discharging above our highway. As stated by Mr. Peterson, this 18" pipe was put in expressly to carry the drainage from these various sewer lines. Surface drainage is carried in culverts west of this installation.

copy

Yours very truly,

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Carl Peterson

10M 11-47

COMMISSIONERS
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PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
~~SALEM~~

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

186

C
O
P
Y

Portland 2, Oregon
August 12, 1948

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Subject:
Sewer Connections at Bridal Veil

Dear Sir,

The sewer pipes leading from the Section and Signal Maintainers are a combination of Steel pipe and vitrified 4" clay pipes which lead down to the toe of the railroad fill on the North side.

The hydraulic fill covered the outlets of these sewers, so it was necessary to cut the outlets far enough back in order to get sufficient fall in these sewers to drain to our 18" Corrugated Iron pipe through the highway fill, which is about 350 feet West of the Section house.

A 9" Bit. Coated Asbestos Bonded C.G.M. pipe, inspected and found suitable for use, was layed and these sewers were connected to 9" Tees opposite these outlets.

The 9" pipe has an open end plugged temporarily with an iron bucket which can be removed and the main pipe cleared if it should ever get plugged.

The 18" pipe through the hydraulic fill carries only the sewer outlets, the culverts West carry the heavy runoff at Bridal Veil.

copy

Since there was nothing sanitary about the outlets of the sewers before the hydraulic fill was made, the condition remains the same, since all sewers, railroad, Bridal Veil, and the mill sewers run into the Columbia River.

Very truly yours,

Carl A. Peterson (Signed)

Carl A. Peterson,
Resident Engineer
Troutdale, Oregon

STATE HIGHW
OREG

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN R. CHANDLER, MEMBER
COOS BAY

FORM 3010

ASSIGNMENT No. 688
HCW

DESCRIPTION: Letter from S. Murray dated 8/6/48 concerning the 9-inch corrugated sewer pipe near Bridal Veil, by Hudraulic Dredge Company. Say this is not a satisfactory pipe for sanitary sewer.

DATE: August 9, 1948 ASSIGNED TO: H. C. Smith

☐Investigation and report to this office
☐Reply direct with copy to this office
☐Return with drafted reply
☒Comment or recommendation and return to this office
☐Investigation and such action as is necessary
☐Please prepare reply for my signature
☐Assignment executed Date ______________
☐______________________________

REPORT RECEIVED: 8-16-48

REMARKS:

FORM 3010
2-48-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

831 PITTOCK BLOCK
PORTLAND 5, OREGON

August 6,1948
91

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I am today in receipt of the following communication from our maintenance people under date of August 2, 1948:

"At Bridal Veil, the Hydraulic Dredge Company are installing a 9-inch corrugated sewer pipe extending from the section and signal maintainers sewer to a culvert under the new highway some 300 feet west. This sewerage is then to be carried under the new highway through 18-inch corrugated iron pipe.

"A corrugated pipe is not satisfactory for a sanitary sewer. Such pipe must be smooth.

"I also question the advisability of connecting into a culvert. It may get plugged due to rock and other debris during heavy run off which frequently occurs at Bridal Veil."

Will you please have this matter investigated. I concur in the views expressed in the above quotation and will be glad to know your views in the matter.

Yours truly,

S. Murray
S. MURRAY

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 10 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 25 1948
FOR FILING

August 24, 1948

Mr. C. P. Horton
Division Plant Superintendent
Western Union Telegraph Co.
49 Geary Street
San Francisco, California

Dear Sir:

Reference is made to your letter of August 4, subject JOBS - Pacific - 3471-48, having reference to replacement of telegraph poles MP 26+12 to MP 26+18 west of Bridal Veil.

This letter is your authority to replace the poles and submit billing for the actual cost of the work, but such billing shall be segregated to show the cost chargeable to the contractor, which are poles 26+12, +13, +14 and +15 as segregated from the poles for which the State is obligated to pay.

Your estimate of cost for the replacement of all of the above poles is $772 of which amount $509 is chargeable to the contractor and $263 is chargeable to the State.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
cc - Mr. H. G. Smith
Mr. A. G. Skelton

Hydraulic Dredging Company

FORM E 90K 10M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 20, 1948

SUBJECT: Western Union Poles at Bridal Veil

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Attached is a letter from Resident Engineer Petersen in reply to your communication of August 10th relative to nine (9) partially buried Western Union poles on the Columbia River Highway near Bridal Veil. While there are nine poles affected, Mr. Morton's letter states that when replacements are made, one of the "H" Poles at M.P. 26+18 will be eliminated.

The cost for replacing the "H" fixtures (2 poles), M.P. 26+12, and the poles at M.P. 26+13, 26+14 and 26+15 is the obligation of the Hydraulic Dredging Company as these poles were outside of the fill slopes and were buried inadvertently by the contractor's operation. The balance of the poles mentioned in Mr. Morton's letter were in the original fill slopes and the cost for re-establishing these is an obligation of the State.

The bill submitted by the Western Union Telegraph Company will be set up in such a manner that if the State wishes to re-collect from the Dredging Company for the poles outside the fill slopes, the amount may be readily ascertained.

Very truly yours,

F. T. YOUNG,
Assistant Division Engineer

FTY/bd
Encl.
cc: Carl A. Peterson

FORM E-30 25M 5-46 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 20, 1948

SUBJECT: File 186, August12, 1948 - Western Union Poles West of Bridal Veil.

To:

Mr. A.G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

Dear Sir:

Western Union Poles as mentioned in Mr. C. P. Norton's letter of August 4, 1948 are partially buried by sand. "H" fixture (M.P. 26+12) and Poles Nos. 26+13, 26+14, and 26+15, were partially buried by excess sand during operations. Poles No. M.P. 26+16, 26+17 and "H" fixture M.P. 26+18 are partially buried in our original slope.

Very truly yours,

Carl A. Peterson

Carl A. Peterson
Resident Engineer

CAP/bd

OREGON STAT

ASSIGNMENT

No. 687 WCh

DESCRIPTION: Letter dated 8/4/48 from Western Union Telegraph Company concerning burial of 9 of their poles by sand pu,ped from river in connection with new highway grade.

DATE: August 9, 1948 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
xxxxx☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ________________________________

REPORT RECEIVED: 8 [illegible]

REMARKS:

THE WESTERN UNION TELEGRAPH COMPANY
PACIFIC DIVISION
SAN FRANCISCO 8, CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

August 4, 1948

JOBS - Pacific - 3471-48

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

A recent inspection of our line along the OWRR&N discloses that 9 poles (including 2 "H" fixtures) just west of Bridal Veil, Ore. (M.P. 26+12 to M.P. 26+18, inclusive) have been partially buried by sand pumped from the river in connection with the new highway grade.

Due to this condition, it is proposed to replace the "H" fixture at M.P. 26+12 with two poles and to replace the poles between M.P. 26+13 and 17 and the "H" fixture at M.P. 26+18 with a single pole. It will also be necessary to transfer crossarms and wires from the old to the new poles. This work is similar to that mentioned in my letter of August 2, 1948, subject: JOBS - Pacific - 3472-48, covering work in the vicinity of Multnomah Falls.

The estimated cost of this work to the State is $772, of which it is estimated the State will collect $509 from the Contractor performing the work as the "H" fixture at M.P. 26+12 and poles 26+13, 14 and 15 were inadvertently buried by the Contractor during the performance of highway fill between M.P. 26+16 and 26+18.

We propose to bill the State for the entire cost, with the exception of material used in connection with replacing defective material, and will look to the State to make the collection from the Contractor for work in the section between M.P. 26+12 and 26+15.

Will you please authorize the Telegraph Co. to bill the State for the actual costs on the foregoing basis,

RECEIVED
AUG 10 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

plus its customary overhead charges covering engineering and supervision of labor and supply expense on material.

Yours truly,

C P Norton

Division Plant Superintendent

MBC:mc
GWS

RECEIVED
AUG 17 1948
FOR FILING

F1-248 (11)

#2994

August 17, 1948

Mr. C. P. Norton
Division Plant Superintendent
Western Union Telegraph Company
49 Geary Street
San Francisco, California

Dear Sir:

Reference is made to your letter of August 2, 1948, subject JOBS - Pacific - 3472-48.

This letter is your authority to move the ten poles just east of Multnomah Falls (MP 29+34 to MP 29+43) and upon completion of the moving you will be reimbursed for the cost of the work upon proper billing. This reimbursement is based on your estimate of approximately $770 for the moving of the ten poles.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
A. G. Skelton
M. H. Hawks

FORM E-99 25M 5-46 23204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Office

Dear Sir:

Reference is made to Record of Assignment No. 674, WCW, pertaining to a letter from the Western Union Telegraph Company, concerning burial of ten of their poles near Multnomah Falls.

I am attaching hereto copies of reports from Mr. Peterson and Mr. Skelton recommending that the Western Union be authorized to do the work at State expense. This office concurs in the recommendation.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

FORM E-123X 10M 11-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

COPY

File #186
Aug. 6, 1948

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

Western Union Poles

Dear Sir:

In regard to poles mentioned in Mr. C. P. Norton's letter of Aug. 2, 1948. These poles are in the hydraulic embankment slope on the east leg of the newly constructed fill east of Multnomah Falls from Station 1239+50 to Station 1250. These 10 poles (Western Union M. P. 29+34 to M. P. 29+43), which are partially buried by sand was not included in any of their previous estimates.

Very truly yours,

Carl A. Peterson (Signed)

Res. Eng'r.

FORM E-30X 15M 5-46 22304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 10, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. E. A. Pease

Dear Sir:

Under date of August 4th you forwarded copy of a letter from Mr. C. P. Norton of the Western Union Telegraph Company pertaining to some of their poles east of Multnomah Falls which had been partially buried by our hydraulic embankment. You requested our investigation and report on this matter.

I am enclosing, herewith, copy of a report from Resident Engineer Carl A. Peterson under date of August 6th. Mr. Peterson advises that these poles are in the hydraulic embankment slope on the east leg of the newly constructed fill east of Multnoma Falls between our Station 1239+50 and Station 1250+00. He also advised that these ten poles were not included in the previous estimate from Mr. Norton dated April 14th, which I forwarded under date of April 22nd. Under date of April 27th, Mr. Baldock authorized the work covered in Mr. Norton's letter dated April 14th.

It is recommended that the Western Union Telegraph Company be authorized to do the work covered in Mr. Norton's letter of August 2nd on which their estimate of cost was $770.

Very truly yours,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS/bd
enc.
cc: Carl A. Peterson

RECEIVED

ASSIGNMENT

No. 674
WCW

DESCRIPTION: Letter dated 8/2/48 from Western Union Telegraph Co. concerning burial of 10 of their poles east of Multnomah Falls by sand pumped from river in connection with new highway grade.

DATE: August 4, 1948 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☒ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ________________

☐ ____

REPORT RECEIVED: 8-13-48

REMARKS:

THE WESTERN UNION TELEGRAPH COMPANY
PACIFIC DIVISION
SAN FRANCISCO 8, CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

August 2, 1948

JOBS - Pacific - 3472-48

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

A recent inspection of our line along the OWRR&N discloses that 10 poles just east of Multnomah Falls (M.P. 29+34 to M.P. 29+43) have been partially buried by sand pumped from the river in connection with the new highway grade.

Due to this condition, it is proposed to set 10 poles, remove 9 poles, transfer crossarms and wires and to perform other work incidental to the foregoing.

This work is similar to that mentioned in my letter of September 23, 1947, subject "Pole Lines - Maintenance - OWRR&N - Troutdale-Dodson, Ore. Account State Highway Const." covering conditions between M.P. 16+46 and 17+33, which is between Troutdale and Taylor, Ore.

The estimated cost of this work to the State is $770. This cost is based on the State paying all costs, except the cost of material used in connection with replacing defective material, which will be borne by the Telegraph Co.

Will you please authorize the Telegraph Co. to bill the State for actual costs on the foregoing basis, plus its customary overhead charges covering engineering and supervision of labor and supply expense on material.

Yours truly,

C P Norton
Division Plant Superintendent

MBC:mc
GWS

RECEIVED
AUG 4 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1948
FOR FILING

F1-24[illegible]

June 3, 1948

Mr. C. P. Norton
Division Plant Superintendent
Western Union Telegraph Company
49 Geary Street, Room 435
San Francisco, California

Dear Sir:

In accordance with your request of May 11, I am returning herewith one set of daily reports involving the replacement of poles at Troutdale, Oregon, as approved by Carl Peterson, Resident Highway Engineer.

You will note that Mr. Peterson has not approved the report for December 9, as he advises that the crew moved in and did some work on December 8 and then decided that ground conditions were not suitable for the erection of poles at that time.

Inasmuch as the Western Union Telegraph Company selected its own time for starting work, we do not feel that the Highway Department can reimburse it for loss of time if it afterward found conditions unsuitable for work.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: H. G. Smith

THE WESTERN UNION TELEGRAPH COMPANY
PACIFIC DIVISION
SAN FRANCISCO CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

May 11, 1948

JOBS - Pacific - 3451-47

Mr. R.H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Referring to your letter of October 10, 1947, advising that it would be satisfactory for the Telegraph Co. to perform the work of replacing the poles due to Highway refilling and to bill the State of Oregon for the work involved.

Enclosed herewith please find 2 sets of Daily Work Reports involving the replacing of these poles at Troutdale, Ore. One copy marked "Oregon State Highway Commission's Copy of Daily Work Reports" is for your information and to be retained for your records. Will you kindly have the second set of Daily Work Reports marked "Western Union Telegraph Co. Copies" signed, signifying the State of Oregon's acceptance of the work and return to me for my records.

The enclosed self-addressed envelope is for your use in returning these copies.

Your attention in this matter will be greatly appreciated.

Yours truly,

CPNorton
Division Plant Superintendent

LGF:mc
CWS
Encls.

RECEIVED
MAY 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1948
FOR FILING

FI-248(11)

June 2, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3, covering restoration of sewer outlets at Bridal Veil on the Troutdale-Wahkeena Creek Hydraulic Embankment Section of the Columbia River Highway in Multnomah County, Contract No. 2894, in connection with Federal Aid Project FI-248 (11).

This work is necessary to open three sewer lines which have been blocked by the hydraulic embankment operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
MAY 24 1948
FOR FILING

Cross Referenced To
FR # 28

May 20, 1948

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to Mr. F. E. Andrews' letter of May 13, having reference to a letter submitted by the Hydraulic Dredging Company, Ltd., covering a claim for an adjusted unit price for hydraulic embankment borrow between Stations 1347+50 and 1433+00 on the Columbia River Forest Highway Project 28-D, Unit 1.

We have carefully investigated this matter and after study of the boring sheets, distribution of quantities and terms of the contract, we cannot recommend an adjusted price agreement for the completion of the hydraulic embankment.

You have prints of boring sections between the above stations which print is 249-7 and a blueprint entitled Job No. 249, Section 6-General Plan Sheet No. 249-100. Referring to these prints you will note that there is available from borrow pit No. 2 440,000 cubic yards of material. This will complete the embankment back to approximate Station 1405. There is suitable hydraulic material located within the areas covered by borings numbered 17 to 28. This borrow area is located opposite approximate Station 1350, which would result in a maximum pumping distance of 5,500 feet along the center line to Station 1405. We cannot see that this indicates any excessive pumping distance based upon their past performance, and you will note that the heavy yardage on this section is at the westerly end, particularly that section between Station 1347 and about 1367 where there is 357,000 cubic yards. From Station 1367 to approximate Station 1380 there is an additional 180,000 yards which is still within relatively short pumping distance. From approximate Station 1380 to 1405 there would be an approximate 205,000 cubic yards to be moved involving a pumping distance much above average.

We do not admit that there are no suitable materials for embankment construction in the original borrow pit as indicated by borings 12, 14 and 16. It is granted that the sand is quite fine and may be difficult to handle in embankment construction, but such materials would be suitable for the embankment.

If the contractor elects to pump a greater distance in order to use materials that he can more readily handle in the embankment, that would appear to be his problem. I quote to you from item 26-3 on page D-14, Proposal and Contract Form for this project:

"Item 26(3) Unclassified Excavation for Borrow, Case 1, (Hydraulic Embankment) shall consist of material dredged from the bed of the Columbia River at locations designated on the plans and is to be used for construction of roadway embankment. If the contractor elects to dredge materials from other locations, the materials therefrom shall first be approved by the Engineer and permission to take such materials shall be secured by the contractor from the office of the District Engineer, U.S.Engineers, Portland, Oregon. Under no circumstances shall any dredging be performed within 500 feet of the highway center line. The exact locations, lines, grades and depths to which dredging operations shall be limited shall at all times be as approved by the engineer."

You are advised that I cannot recommend that the State Highway Commission be a party to an agreement for paying for extra compensation on this project. It is our recommendation that the contractor be notified that he must complete the project according to his contract and that if he does not elect to utilize the fine materials, the pumping of coarser materials a greater distance shall be performed by him without extra compensation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
MAY 12 1948
FOR FILING

FI-248(11)

May 6, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Orders for Extra Work No. 2 covering the restoring of Union Pacific Railroad fences on the Troutdale-Wahkeena Section of the Columbia River Highway in Multnomah County, Contract No. 2894, in connection with Federal Aid Project No. FI-248 (11).

This work is necessary to restore portions of the railroad right of way fence which was salvaged during construction and replace portions which could not be salvaged.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

DBP:nd

RECEIVED
APR 30 1948
FOR FILING

[illegible]

Salem, Oregon
April 29, 1948

Mr. J. M. Devers

Yesterday, April 28, Mr. H. G. Smith, Mr. A. G. Skelton and I met with representatives of the Hydraulic Dredging Company, representatives of the salmon fishing industry, and an attorney of Mr. Bowerman's office relative to possible conflict with fishing rights by reason of the dredging being performed on the Upper Columbia River.

A satisfactory solution was worked out wherein the contractor will confine his dredging operations to a point close enough to shore so that fishing rights will not be materially affected. The arrangement, as favorably agreed to between the fishing interests, contractor and the Highway Department representatives, was satisfactory to all and we believe this matter may be considered closed.

W. C. Williams

WCW/ds

FORM E-30 25M 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1948

SUBJECT:

To: Mr. W. C. Williams,
Office.

Dear Mr. Williams:

Attached is a copy of a letter I received today from Mr. Castles, an attorney representing some people who think that the operations of the Hydraulic Dredging Company at Troutdale conflict with fishing rights and interests.

You will note that a conference is planned for the purpose of trying to work out a solution. I attach a copy of my letter of acknowledgment and I suggest that you or someone from the engineering staff sit in at the conference to ascertain what, if any, conditions there are which might point to obligation on the part of the State.

You will note that I have said to Mr. Castles that the presence of an engineer representing the Highway Commission is not to be construed as an admission of any liability at all. If the conference is arranged at a time when I can get away I will be glad to sit in with whatever engineer is assigned to the job.

Yours very truly,

J M Devers
J. M. DEVERS

NO
W. C. W

JMD:PW
Enc.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 14, 1948

Mr. James B. Castles,
Attorney at Law,
910 Yeon Building,
Portland 4, Oregon.

Dear Mr. Castles:

I have your letter of the fourth in which you discuss some conflict or controversy growing out of operations of the Hydraulic Dredging Company. It appears from your letter that the operations of the company conflict with fishing interests and you ask for a conference.

I am leaving the office this morning so do not have time to examine our contract with the Hydraulic Dredging Company for the purpose of determining what, if any, interest or liability the State has. However, I will say at this time that Iwill recommend to the Highway Department that an engineer sit in at the conference. It must be understood, however, that the engineers presence is not to be construed as an assumption of liability on the part of the State, but only to ascertain the facts that may develop and report back to the Commission so that we may examine the facts and then determine what, if any, interests the State has or what liability it has.

Whatever the Commission can do consistent with its obligations and with the law which governs the Commission's actions, we will be glad to do.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. C. Williams

C O P Y

JAY BOWERMAN

Law Offices
910 Yeon Building
Portland 4, Oregon

April 13, 1948

Mr. J. M. Devers, Chief Counsel
State Highway Commission
Salem, Oregon

Dear Mr. Devers:

We have a problem concerning what appears to be an interference of fishing rights and operations by Hydraulic Dredging Company, one of your contractors on the Columbia River near Bridal Veil, Oregon.

Mr. Ray Holtgrieve, of Bridal Veil, who is the captain of the fishermen and owner of four of the boats which will fish in the Phoca rock drift in the Columbia, is here in our office today. He has gone over the matter in detail with me.

Mr. Holtgrieve has discussed the various features and things of interest to the fishermen with a Mr. Smith of the Hydraulic Dredging Company. He states that he can get no satisfaction from Mr. Smith and that it would appear that they are going ahead with their dredging operations.

The fishing season opens on April 30 and extends to May 20, inclusive; then it closes and reopens again on June 10 and extends through August 25.

It will be necessary that clearing operations be commenced before the fishing season opens and that generally takes place about April 20.

If the dredging operations are commenced in the proposed area opposite Bridal Veil near Sand Island, they will be directly in the way of fishing operations. There are some twelve to sixteen men employed on seven different boats fishing that particular drift twenty-four hours per day during the open season. The business amounts to between $25,000 and $30,000 per year, depending on the season and is the means of livelihood for this group of fishermen. Of course, I need not explain to you the importance of the fishing industry here in the State of Oregon.

Today I have written a letter to the Hydraulic Dredging Company attempting to arrange a conference with an authorized representative of theirs and with representatives of the fishermen to discuss the features of this conflict. If something can be worked out I think that should be done rather than resorting to the Courts for relief to these fishermen.

COPY

I think the only way to adjust this matter is by a conference, and the sooner it can be arranged, all the better because the fishermen have to make definite plans before April 20. These clearing operations mean the expenditure of money on the part of the fishermen and if the dredging operations are going to conflict with the fishing, they want to know just what the set-up will be.

I do not know whether your department is an interested party, but it would seem to me that you would have a keen interest in the preservation of the vested rights of the fishermen in the Stateof Oregon.

I desire to arrange a date and would like to hear from you as to your reaction to this problem.

Very truly yours,

(Signed)

James B. Castles

JBC:gva

RECEIVED
APR 30 1948
FOR FILING

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[illegible]

April 27, 1948

Mr. C. P. Norton
Division Plant Superintendent
Western Union Telegraph Company
San Francisco, California

Dear Sir:

This is your authority to bill the State Highway Department for the adjustment of your poles 22 - 30 east of the O.W.R. & N. Company's mile board 30 on the Wahkeena-Dodson Section of the Columbia River Highway, US30, the estimated cost of which is $650.00.

It is understood that you do not wish to raise these poles until after the fill has settled, and you are authorized to defer the work until such time as you think sufficient settlement has taken place and bill us at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - H. G. Smith
A. G. Skelton
C. A. Peterson
W. C. Williams

FORM E-50X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 22, 1948

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing, herewith, original letter dated April 14, 1948 from Mr. C. P. Norton, Division Plant Superintendent of the Western Union Telegraph Company, San Francisco, California. Mr. Norton has submitted his estimate for their pole line change in the vicinity of Multnomah Falls, between stations 1270 and 1290. This is the pole line referred to by Mr. R. N. Kellogg in his letter to Mr. J. M. Devers of March 2nd, which was forwarded by Mr. Devers with his letter of March 3rd. You received a copy of my letter of April 14th in reply to Mr. Dever's letter mentioned above. Mr. Devers stated in his letter that due to the easement secured some time ago from the Union Pacific, he expected the State would have to stand the expense of moving the Western Union facilities.

His estimate appears to be in order and their method of doing the work is satisfactory to both ourselves and the Bureau of Public Roads. It is recommended that Mr. Norton's letter be acknowledged, and that he be advised that the method mentioned is satisfactory. Also, that they be authorized to go ahead with the work, billing us for the actual cost at the completion thereof.

Very truly yours,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS/bd
cc: Carl Peterson
enc.

RECEIVED
APR 23 1948
OFFICE OF
CONSTRUCTION ENGINEER

THE WESTERN UNION TELEGRAPH COMPANY
PACIFIC DIVISION
SAN FRANCISCO CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

April 14, 1948

POLE LINE - Line Change - Granger - Portland Line -
Oneonta, Ore.

RECEIVED
APR 19 1948
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department
Salem, Oregon

Gentlemen: Attention: Mr. Skelton

Our Mr. L.M. Stephens, Portland, advises us that the State Highway Department has plans for filling in the highway at Oneonta in the vicinity of Multnomah Falls and that you have requested us to furnish you with an estimate of the cost of rearrangements to our poles made necessaryby your operations.

We were not furnished with engineer's stations but you are no doubt familiar with the location under consideration which we refer to as being poles number 22 to 30 east of the OWRR&N mile board 30.

The proposed fill will require the replacement of five poles and two log anchors in addition to such associated work as transferring crossarms, wires and guys to the new poles and/or anchors.

It appears to us that the net expense involved in making these changes will amount to approximately $850, which makes allowance for salvaged material.

Our work cannot be performed in advance of your filling operations and probably should not be done until some time afterward to permit for settling. We would, however, appreciate a service agreement or billing authorization at this time to cover our expense with the final date for completion of work advanced a reasonable time subsequent to final date of completing the fill.

We will be pleased to hear from you at your early convenience.

Yours very truly,
C P Norton
Division Plant Superintendent

✓
HMA:SG
RWF

RECEIVED
APR 29 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

FI-248(11)

April 27, 1948

#2894

Mr. C. P. Norton
Division Plant Superintendent
Western Union Telegraph Company
San Francisco, California

Dear Sir:

This is your authority to bill the State Highway Department for the adjustment of your poles 22 - 30 east of the O.W.R. & N. Company's mile board 30 on the Wahkeena-Dodson Section of the Columbia River Highway, US30, the estimated cost of which is $650.00.

It is understood that you do not wish to raise these poles until after the fill has settled, and you are authorized to defer the work until such time as you think sufficient settlement has taken place and bill us at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

cc - H. G. Smith
A. G. Skelton
C. A. Peterson
W. C. Williams ✓

RECEIVED
APR 29
FOR FILING

FI-24-F(11)

#2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 26, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Under date of April 15th you wrote requesting that we furnish at the earliest opportunity an estimate of cost for the raising or reconstruction of the Western Union lines, and also an estimate of the amount that we will have to reimburse the railroad company for, for flagman and inspector service for sections included in the Hydraulic Dredging Company contracts, on both the State and the PRA sections.

Following is the approximate estimate of raising or replacing Western Union poles effected by hydraulic fill operations on the Troutdale-Dodson Section:

572-615	Western Union Estimate	$1807.00
728+50-788	Based on Western Union Est.	2500.00
1048-1071	" " " " "	960.00
1238-1290	" " " " "	650.00
Troutdale Overpass)		
Bridal Veil Bridge)		1583.00
	Total-------	$7500.00

Upon receipt of your letter, I contacted Mr. Beysinger of Sam Murray's Office in regard to flagmen and inspecor service for which the State would have to reimburse the railroad company. Mr. Beysinger has written to the General Accounting Office in Omaha for this information to date. I called Mr. Beysinger several times, the last time today, concerning this estimate, but to date he has not heard anything from Omaha. Until we can get some information from Union Pacific, it would be very difficult to make any kind of an intelligent estimate. The Union Pacific Company has had an inspector on the job most of the time for the past five months, primarilly inspecting culverts and general drainage conditions. As I understand the agreement between the railroad company and ourselves, the cost of inspection is limited to $200 per month and this would total about $1,000 to date or possibly a total of $1800 or $2,00 for the duration of the entire job. In connection with the Bridal Veil Overcrossing, I understand there is considerable expense, which I believe Mr. Paxson is familiar with. The Union Pacific Compnay has also had flagmen at such crossings as Tunnel Point and Wahkeena Park. For the past month, flagging at Wahkeena has been on a 24 hour basis. However, I believe this flagging service is directly chargeable against the contractor, rather than the State, as it has no bearing on the actual construction of the grade, but rather is a service crossing for the convenience of the contractor's forces.

As soon as I hear further from the Union Pacific, I will try to give you a more complete estimate of the railroad companies's charges.

In connection with the Cascade Locks City Power Company, we will have to move about 1,000 feet of their line immediately east of Multnomah Falls. This line is entirely on railroad easement and I presume the cost of moving will have to be paid by the State. It is estimated that this will cost approximately $800.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
cc: H. G. Smith
Carl Peterson

RECEIVED
APR 16 1948
FOR FILING

[illegible]

Salem, Oregon
April 15, 1948

Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4644 Sellwood Station
Portland 2, Oregon

Will you please furnish at the earliest opportunity, an estimate of cost for the raising or reconstruction of any of the Western Union lines to be performed adjacent to sections included in the Hydraulic Dredging Company's contracts on both the State's and the Public Roads Administration's sections.

Also, please furnish, as closely as you can, estimate, the amount that we will have to reimburse the railroad company for flagmen and inspector services.

No provisions were made for these items in the project authorization and as our contingency fund is practically exhausted we should know immediately where we stand.

W. C. Williams

WCW/ds

cc - H. G. Smith

FORM E-20X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 14, 1948

SUBJECT:

To:

~~Mr. J. M. Devers~~
~~Chief Counsel~~
~~State Highway Department~~
~~Salem, Oregon~~

Dear Sir:

Reference is made to your letter of March 3rd, with which was enclosed copy of a letter from Mr. Kellogg, Senior Highway Engineer, Public Roads Administration. Mr. Kellogg had requested that a certain power line, and Western Union poles on our right of way be moved, so that they would not conflict with their filling operation in the vicinity of Multnomah Falls.

Resident Engineer, Peterson, has gone over the Western Union changes with their representative from the Western Union Company. The location of these poles will not change, however, it will be necessary for them to be raised. This work can be done after the completion of the grading operations, and will be done at the expense of the State. This arrangement is satisfactory with the Bureau of Public Roads.

In regard to the City of Cascade Locks's power line, they also have been contacted, and wish to defer the moving of their four poles that are affected until after the completion of our grading job. This also is satisfactory to the Bureau of Public Roads. The City of Cascade Locks also wishes to rebuild a section of their line east of Multnomah Falls. Both this section and the four poles that have to be moved on account of the Bureau of Public Road's job will be located on Union Pacific Railroad property on which we have an easement. The Union Pacific will require the City of Cascade Locks to obtain a permit from them to either move or construct an additional pole line, and a permit will also be required from us for new pole line construction. We are preparing the necessary data to turn over to the City of Cascade Locks, so that they can make their request to the Union Pacific, and also take care of our own permit required.

Yours very truly,

A. G. Skelton

REFERRED TO Williams
By Chief Engineer

Are these costs included in budget?

A. G. SKELTON
Division Engineer

AGS:w
cc: R. H. Baldock ✓
H. G. Smith
G. A. Peterson

RECEIVED

FILING

FI-248(11)

S. MURRAY,
RESIDENT ENGINEER

Form 3010
7-37-2000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

PORTLAND, OREGON

March 13, 1948

Hydraulic Dredging Company, Ltd.,
513 Dekum Building,
Portland 4, Oregon.

Attention: Mr. E. George Smith.

(CC - Hydraulic Dredging Company, Ltd.,
Central Bank Building,
Oakland, California.

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Mr. A. McAllister - Albina)

Gentlemen:

I am informed that on two occasions your employes removed some posts which served to barricade a private crossing near our Bridal Veil station, and moved a number of units of equipment across our track without previous notification to the Railroad Company.

The crossing at this point was installed to serve Atkinson Construction Company, who recently completed the Bridal Veil overcrossing. The posts were placed after Atkinson finished his work. (The crossing being barricaded pending removal by Atkinson of certain material left over from his contract, after which it has been the intention to take out the crossing).

After your unauthorized use of this crossing without customary protection our operating people placed a crossing watchman at this point, but subsequently, after your assurance that the crossing would no longer be used, our Division Engineer, Mr. L. W. Althof, removed the watchman and the barricade posts were replaced, and that, I understand, is the situation at the present time.

RECEIVED

This is a heavy traffic, high speed piece of railroad. It would have been very simple procedure to get your equipment across the track in perfect safety by very ordinary precautions of notifying the Railroad Company so that the movement could have been protected.

I have now arranged for other crossings in the vicinity to be checked so as to assertain whether your employes or equipment are not slipping across without adequate protection, and if I find this to be the case, I will take the necessary precautions to see that the hazards are eliminated.

I am writing you in this vein because the occasion on which you disturbed our track west of Corbett Tunnel and the collision at Corbett station between our eastbound passenger train and the truck, which I believe was connected with your operations, do not seem to have made much of an impression.

It is necessary for you to work with us to insure safety of our operations and yours, and I wish you would get that into your consciousness before we kill some people. The next time you want to cross our track please notify us in advance.

Yours truly,

S. J. Murray

RECEIVED
MAR 9 1948
FOR FILING

March 8, 1948

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Further reference is made to your letter of February 13 relative to alleged fouling of ballast along the Union Pacific tracks between MP 17 and MP 21, Upper Columbia River Highway. I advised you by letter, dated February 17, that I was having an investigation made and would advise you further when I had obtained the facts.

I am now advised that there were only three sections where sand blew onto the railroad ballast. These points were between MP 19.9 and MP 20.25, MP 17.4 for a distance of 100 feet and MP 17.49 to MP 17.70. Your crew shoveled the sand off the tracks and investigation by our engineers indicates that there is no more indication of "track pumping" at the above described locations than at any number of other locations between Troutdale and Corbett.

From the above facts it would appear that the damage to the ballast was not as extensive as you first thought and further that such damage has been repaired.

Our Division Engineer, Mr. A. G. Skelton, at Portland, will be glad to go over this section in greater detail with your Division Engineer, Mr. Althof, if it is considered desirable to have such a joint inspection made.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - H. G. Smith
A. G. Skelton

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 27, 1948

SUBJECT:

See me

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Salem, Oregon

Dear Sir:

You recently called me concerning a letter you had received from Mr. Sam Murray of the Union Pacific Railroad, concerning the necessity of re-ballasting a portion of their main line between Mile Post 17 and 21, and, as I recall, requested the State Highway Commission to pay for this work.

Upon the receipt of your call, I contacted Mr. Sam Murray, who advised me the complaint had been filed with him by Mr. Althof, Division Engineer for the Union Pacific. I suggested that Mr. Althof meet with our Mr. Peterson, and go over the places in question to determine the condition of the track, and also to find out whether or not this condition was due to drifting sand from our operation, or to other deposits. Mr. Murray attempted to arrange a date with Mr. Althof, but apparently without success. After waiting several days, I asked Mr. Peterson to check over the track between 17 and 21, and submit a report of his findings.

The attached letter from Mr. Peterson, dated February 25th, covers all locations where sand drifted from our new grade, and these are the only possible locations where we might have any responsibility. I went over these sections with Mr. Peterson yesterday, and while sand did get into the ballast, as he mentions, there does not appear to be any more indication of their track pumping than at a number of other locations between Troutdale and Corbett, which would have no relation to our operation.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
Carl A. Peterson

MISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Troutdale, Oregon

Feb. 25, 1948

Subject
Wind blown sand in RR ballast.

Mr. A.G. Skelton
Division Engineer
O.s. State Highway Dept.
Portland, Ore.

Dear Sir:

During the strong winds between Jan. 12 to 19 which reached a velocity ranging from 30 to 50 miles per hour. Sand from the embankment slopes drifted on to the Railroad tracks at Corbett west of the Underpass.

Railroad Co. had an extra gang of 20 men for two days Jan. 18 & 19, shovelling the sand off the RR bed at RR mile post 19.9 to 20.25. Other places that sand went into the ballast are as follows; At RR mile post 17.4 for 100 ft. & between RR milepost 17.49 to 17.70.

The area on the Corbett section was covered immediately with heavier top-soil material from the Corbett Quarry and winds have not effected the slopes on this Section since this was completed.

Very truly yours,
Carl A Peterson
Resident Engineer.

RECEIVED
FEB 26 1948
FOR FILING

FE-248(11)

Salem, Oregon
February 25, 1948

Mr. R. H. Baldock

Herewith I hand you a fully executed copy of agreement with the Hydraulic Dredging Co.,Ltd., covering change in specifications for the Troutdale-Wahkeena Creek Project on the Columbia River Highway, contract No.2894.

A fully executed copy has been sent to the Hydraulic Dredging Co.,Ltd., and I have retained the original in this office for the Commission's Files.

Very truly yours

Secretary

gl
attachment 1

RECEIVED
FEB 26 1948
FOR FILING
FI-248 (11)

February 25, 1948

Hydraulic Dredging Co.,Ltd.
1221 Central Bank Bldg.
Oakland
California

Gentlemen:

I enclose herewith a fully executed copy of agreement between the Oregon State Highway Commission and your Company, covering change in specifications for the Troutdale-Wahkeena Creek Project on the Columbia River Highway, in Multnomah County, identified as contract No. 2894.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1948

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Attached you will find three copies of the agreement between the Highway Commission and the Hydraulic Dredging Company. These have just been returned to me from Mr. Banfield's office by his secretary. It seems that by inadvertence they got buried in the files and I wrote the other day asking when they would be forwarded, and I got them very promptly. I do not know how many copies there were in the first instance, but there are three now, and I am passing them on to you for proper distribution.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:avh
Encl.

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
FEB 27 1948
FOR FILING

FI-248(11)

Salem, Oregon
February 25, 1948

Mr. H. G. Smith

We hand you herewith executed copy of agreement with the Hydraulic Dredging Co., Ltd., covering change in specifications for the Troutdale-Wahkeena Creek Project on the Columbia River Highway, Contract No. 2894.

One fully executed copy has been forwarded to the Hydraulic Dredging Co and Mr. Glaisyer has retained the original in his office for the Commission's files.

L. H. Warfield

bb
attachment

FORM E-30 28M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you a fully executed copy of agreement with the Hydraulic Dredging Co.,Ltd., covering change in specifications for the Troutdale-Wahkeena Creek Project on the Columbia River Highway, contract No.2894.

A fully executed copy has been sent to the Hydraulic Dredging Co.,Ltd., and I have retained the original in this office for the Commission's Files.

Very truly yours

Secretary

gl
attachment 1

RECEIVED
FEB 16 1948
FOR FILING

FI 942

Salem, Oregon
February 11, 1948

Mr. J. M. Devers

Reference is made to your letter of February 9 concerning the agreement modifying the contract with the Hydraulic Dredging Company for construction work on the upper Columbia River Highway.

I am sorry but the agreement has not been returned to me. Evidently Mr. Banfield has it in his office.

You state in the last sentence of your letter that you are tracing the matter to ascertain whether or not there is anything for you do do in connection with it. All that I can suggest is that you locate the missing document. Thanks a lot.

Secretary

EDG:ec:mm

FORM E-90 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1948

SUBJECT:

To: Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

You will recall that some several sessions ago there was before the Commission an agreement, the purpose of which was to modify an existing agreement with the Hydraulic Dredging Company. I believe the amendatory agreement was signed by Mr. Schaupp and Mr. Chandler but was not signed by Mr. Banfield because he had to leave before the penmanship class took up.

A day or two afterward I sent the agreement to Mr. Banfield, but so far as I know the agreement was not returned to this office. I thought perhaps it had come directly to your office. I am just tracing on the thing to know whether or not there is anything I am to do yet.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 19 1948
FOR FILING

FI-248(11)

#2294 – [illegible]

#5120

February 17, 1948

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 13, having reference to alleged fouling of ballast along the Union Pacific tracks between MP 17 and MP 21, Upper Columbia River.

I am having an immediate field investigation made of conditions along your tracks and as soon as I have the necessary information from the field, I will be able to advise you further as to the apparent obligation of the State in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams
H. G. Smith

FORM 3010
2-47-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

February 13, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to my conversation with your department and your letter January 23rd in regard to sand blowing on to our ballast from your new grade near Corbett.

Our operating people have complained that some of our ballast has been badly fouled by sand and dirt which have evidently blown and washed in from the dredging operations. I looked the situation over yesterday between MP 17 and MP 21 and ascertained that our ballast section was badly fouled and to such an extent that drainage through it is prevented. At a number of places the track is churning mud and it will be necessary for us to remove and replace this fouled ballast. Obviously it is the result of the contractor's operations.

I presume we may bill the State for this work under the terms of Paragraph 5, Section 8 contract December 29, 1938. Please advise.

Yours truly,

S. MURRAY

NOTED
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

RECEIVED
FEB 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 27 1948
FOR FILING

FI-243 (W)

#2824 - [illegible]

#5120

January 23, 1948

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

I am advised by Division Engineer Skelton that he has had a crew working all week covering the slopes where the sand has been blowing near Corbett and that the entire area has now been covered with rock and he feels no further trouble will occur.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
N. G. Smith

5120

RECORD OF ASSIGNMENT

DESCRIPTION: Letter 1-16-48 from S. Murray re blowing sand east of Troutdale where new highway is under construction

DATE: 1-19-48 ASSIGNED TO: SMITH

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
x (Please prepare reply for my signaturewith a copy
(or Mr. Williams

REPORT RECEIVED: 1-23-48

REMARKS:

FORM 3010
3-47-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

January 16, 1948

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Sand has now commenced to blow into our ballast section and ditches and onto our grade in the location east of Troutdale where the new highway is under construction.

It has been necessary for us to maintain watchmen to protect the track at one or two locations, to prevent derailments similar to one which we experienced near Mosier a few years ago on account of blowing sand. We ballasted through this section in the season of 1945-46, and the new ballast is rapidly becoming fouled with sand.

I will appreciate it if you will have this matter investigated and have proper measures taken so that further damage will be avoided.

I don't know what we are going to do about the fouling of the ballast and the watchmen's charges, but will write you at a later date.

Yours truly,

S. MURRAY

RECEIVED
JAN 20 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 19 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 9 1948
FOR FILING

Salem, Oregon
January 9, 1948

Mr. E. A. Collier:

We hand you herewith two copies of a resolution adopted by the Commission on October 21 approving certain changes in the Government contract with the Hydraulic Dredging Company, agreeing to provide ample drainage facilities to care for the water from both Multnomah and Wahkeena Creeks, and further agreeing to make available to the Public Roads Administration the sum of $25,000 to meet the additional cost which the Government will sustain by reason of these changes.

One certified copy of this agreement has been forwarded to W. H. Lynch, Division Engineer, Public Roads Administration and Mr. Glaisyer has retained the original for the Commission's files.

L. H. Warfield

bb
Attachments

cc: S. H. Probert
    H. G. Smith

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1947

SUBJECT:

To: Mr. R. H. Baldock

Attached hereto are four copies of a resolution adopted by the State Highway Commission on October 21, 1947, approving certain changes in the Government contract with the Hydraulic Dredging Company, agreeing to provide ample drainage facilities to care for the water from both Multnomah and Wahkeena Creeks, and furhter agreeing to make available to the Public Roads Administration the sum of $25,000 to meet the additional cost which the Government will sustain by reason of these changes.

These copies are for handling as you see fit. We have retained the original copy of the resolution for the Commission's records and files and have forwarded one certified copy to Mr. W. H. Lynch, Division Engineer, Public Roads Administration, Portland.

Floyd Query
acting Secretary

ma
Enc

[illegible]
[illegible]
[illegible]

RECEIVED
DEC 24 1947
FOR FILING

FI-248(11)

check 314 filing

December 22, 1947

Mr. S. Murray
Resident Engineer
Union Pacific Company
851 Pittock Block
Portland 5, Oregon

Dear Mr. Murray:

In reference to payment of the salary for an engineering inspector on the Columbia River Highway between Troutdale and Wahkeena Creek, you are advised that the Highway Commission approved the payment of the actual salary of the inspector, which at the time you advised was $378.80 per month.

It has been customary in the past to pay the expenses of such an inspector so this matter was no brought to the attention of the Highway Commission as we already had authority to approve such claims.

You may bill the State Highway Commission for the actual salary of the inspector, plus the necessary expenses.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/de

FORM 3010

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

December 19, 1947

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. L. A. Collins - Portland
Mr. P. T. McCarthy - Albina)

Dear Sir:

Receipt is acknowledged your letter December 16, 1947 in regard to the amount of salary to be paid the engineering inspector on the Columbia River Highway construction between Troutdale and Wahkeena Creek.

Your letter states that the Commission authorized reimbursement to the Railroad Company on the basis of salary of $378.80 per month for such inspector.

Will you please confirm or correct my understanding that the State will accept billing from us "for the actual wages and expenses of any inspector assigned by the Railroads to the work", which is the same arrangement contained in supplemental contract between the State and the Railroads dated April 5, 1946 covering the Bridal Veil overcrossing.

In my letter to Mr. W. C. Williams, October 1st, I advised that our present rate for an inspector is $378.80 per month, and in addition thereto we should figure on approximately $150.00 per month for his expenses.

Yours truly,

S. MURRAY

NOTED
W. C. WILLIAMS

RECEIVED
DEC 22 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 16 1947
FOR FILING

FI-248(11)

Agenda Item 5k
October 21 and 22, 1947

December 16, 1947

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
351 Pittock Block
Portland 5, Oregon

Dear Mr. Murray:

Reference is made to your letter of September 25, 1947, regarding the amount of salary to be paid the engineering inspector on the Columbia River Highway construction between Troutdale and Wahkeena Creek.

Mr. Baldock presented this matter to the State Highway Commission at its meeting on October 21, 1947, and I am pleased to inform you that the Commission at that time authorized reimbursement to the Railroad company on the basis of a salary of $378.80 per month for such inspector, which the Commission understands is the salary that you are now paying men employed in that capacity.

You previously have been informed of the action taken by the Commission by Mr. W. C. Williams, Assistant State Highway Engineer, by telephone. This note is a belated confirmation of your telephone conversation with Mr. Williams.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

Charge to the account of

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

CEIV
DEC 10 19
FOR FILING

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

$

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
DECEMBER 9, 1947

7-348 (1)

C P NORTON
WESTERN UNION TELEGRAPH CO
SAN FRANCISCO CALIFORNIA

RE YOUR WIRE DEC 8 YOUR CREW MAY MOVE IN NOW TO REARRANGE WESTERN UNION POLE LINE BETWEEN TAYLOR AND ROOSTER ROCK. SECTION FROM TROUTDALE TO TAYLOR WILL BE READY FOR YOUR CREW ABOUT DEC 20.

W C WILLIAMS
ACTING STATE HIGHWAY ENGINEER

5005-900

cc - H. G. Smith
A. G. Skelton

Copy-Smith
Skelton.

acting

R:ADVISING ME BY WIRE IF WE

WESTERN UNION TELEGRAPH CO C P NORTON.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Additional Work to be preformed between Tayler and Rooster Rock acct. Highway Const. Covering Poles with Sand.
EST 47.
C.D.T.
11/13/47.

Sheet
#1 of 1

LOWING TERMS:

Re your wire
Dec 8, your crew
may move in now
to ~~re-arrange~~ Western Union
pole Line between
Taylor + Rooster Rock.
Section from Troutdale
to Taylor will be ready
for your crew about
Dec 20.

WCW
acting

Copy-Smith
Skelton.

ERN
ON

1220

(49)

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

of origin. Time of receipt is STANDARD TIME at point of destination

IF VIA PORTLAND ORG 8
ATTN R H BALDOCK

DEC 8 AM 11 51

3 REGARDING HYDRAULIC FILL
BETWEEN TAYLOR AND ROOSTER
UCTED TO MOVE INTO THE
YLOR. UNDERSTAND THAT
LETED IN THAT SECTION. IF
PLAN AS OUTLINED IN LETTER
NT TO REIMBURSING US WE
HE SECTION BETWEEN TAYLOR
BE DONE IT MAY BE NECESSARY
K WHICH WOULD ENTAIL
ACE THEM BACK ON STATE
R ADVISING ME BY WIRE IF WE

WESTERN UNION TELEGRAPH CO C P NORTON.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Additional Work to be preformed between
Taylor and Rooster Rock sect. Highway
Const. Covering Poles with Sand.
EST 47.
C.D.T.
11/13/47.

Sheet
1 of 1

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1220

(49)

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

LONG PRA87 DH DM=SANFRANCISCO CALIF VIA PORTLAND ORG 8
OREGON STATE HIGHWAY COMMISSION ATTN R H BALDOCK
FONE SALEM 4171 EXT 412

DEC 8 AM 11 51

PLS. REFER TO MY LETTER DECEMBER 3 REGARDING HYDRAULIC FILL ALONG UNION PACIFIC RIGHT OF WAY BETWEEN TAYLOR AND ROOSTER ROCK. OUR GANG FOREMAN WAS INSTRUCTED TO MOVE INTO THE SECTION BETWEEN TROUTDALE AND TAYLOR. UNDERSTAND THAT DREDGING OPERATIONS ARE NOT COMPLETED IN THAT SECTION. IF WE HAVE YOUR CONCURRENCE TO OUR PLAN AS OUTLINED IN LETTER MENTIONED ABOVE AND YOUR AGREEMENT TO REIMBURSING US WE COULD INSTRUCT HIM TO MOVE INTO THE SECTION BETWEEN TAYLOR AND ROOSTER ROCK. IF THIS CANNOT BE DONE IT MAY BE NECESSARY TO ASSIGN THIS CREW TO OTHER WORK WHICH WOULD ENTAIL CONSIDERABLE MOVING EXPENSE TO PLACE THEM BACK ON STATE WORK LATER. WOULD APPRECIATE YOUR ADVISING ME BY WIRE IF WE CAN PROCEED=

WESTERN UNION TELEGRAPH CO C P NORTON.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Additional Work to be preformed between
Taylor and Rooster Rock sect. Highway
Const. Covering Poles with Sand.
EST 47.

C.D.T.
11/13/47.

Sheet
1 of 1

THE WESTERN UNION TELEGRAPH COMPANY
PACIFIC DIVISION
SAN FRANCISCO CAL.
C. P. NORTON
DIVISION PLANT SUPERINTENDENT

December 3, 1947

POLE LINES - Maintenance - OWRR&N - Troutdale-Dodson, Ore.
Account State Highway Construction

JOBS - Pacific - 3467-47

Oregon State Highway Commission
P.O. Box 4644
Portland 2, Oregon

ATTENTION: Mr. R.H. Baldock
State Highway Engineer

Gentlemen:

Kindly refer to our letter of September 23, 1947, pertaining to the fill made around our poles located on the OWRR&N right of way between Mile Post and pole line count 16+46 and 17+33 or Highway Engineering Station 572.5 and 615.5 by the Hydraulic Dredging Co., Ltd. in the Sandy River-Wahkina Creek section of the Columbia River Highway, and your letter of October 10, 1947, authorizing billing for the work performed in adjusting our pole line to your new hydraulic fill.

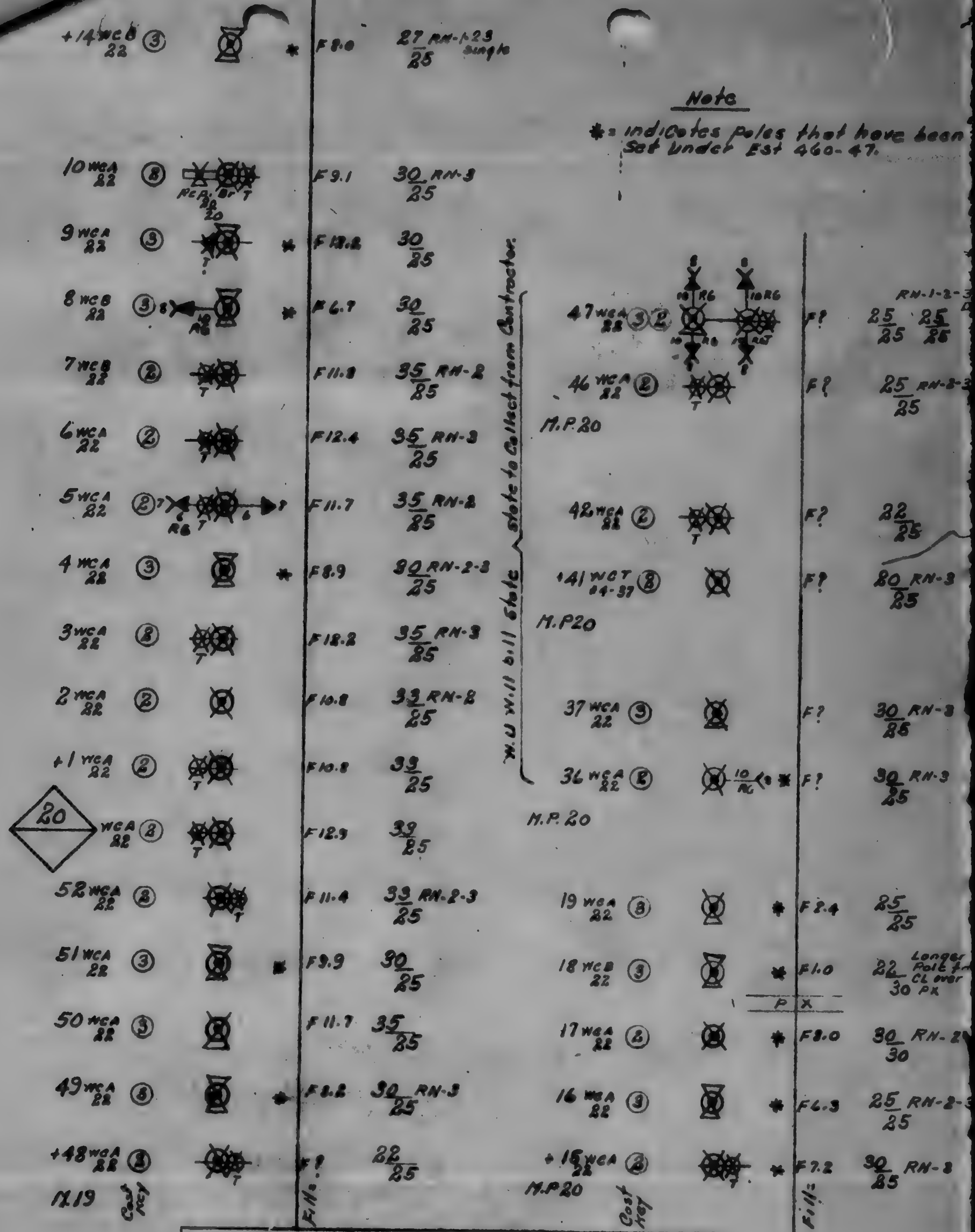
We have a similar condition between Taylor and Rooster Rock or between Mile Post and pole count 19+48 and 20+47 where the hydraulic fill will necessitate replacement of a total of 29 poles and one pole brace to adjust the pole line to the new fill.

The attached field sheet, in triplicate, shows in detail all work necessary. The symbols used are identical to those explained in our letter of September 30, 1947, except that in this case no poles are involved under category No. 1 under the division of cost. Under category No. 2, a total of 18 poles, including 1 pole brace, are involved and under category No. 3, a total of 12 poles are involved.

RECEIVED
DEC 8 1947
OREGON
STATE HIGHWAY COMMISSION

UNION PACIFIC (O.W.R.&N.) RAIL ROAD
Granger - Portland Line
Additional Work to be preformed between Tayler and Rooster Rock acct. Highway Const. Covering Poles with Sand.
EST 47.
C.D.T.
11/13/47.

Sheet
1 of



Note

*= indicates poles that have been Set under Est 460-47.

	Cost Key		Fill No.	
+14 WCB 22	③	*	F8.0	27/25 RN-1-2-3 Single
10 WCA 22	⑧		F9.1	30/25 RN-3
9 WCA 22	③	*	F12.2	30/25
8 WCB 22	③	*	F6.7	30/25
7 WCB 22	②		F11.8	35/25 RN-2
6 WCA 22	②		F12.4	35/25 RN-3
5 WCA 22	②		F11.7	35/25 RN-2
4 WCA 22	③	*	F8.9	30/25 RN-2-3
3 WCA 22	②		F12.2	35/25 RN-3
2 WCA 22	②		F10.8	33/25 RN-2
+1 WCA 22	②		F10.8	33/25
20 WCA 22	②		F12.9	33/25
52 WCA 22	②		F11.4	33/25 RN-2-3
51 WCA 22	③	*	F9.9	30/25
50 WCA 22	③		F11.7	35/25
49 WCA 22	③	*	F8.2	30/25 RN-3
+48 WCA 22	③		F?	22/25
M.19				

	Cost Key		Fill	
47 WCA 22	③ ②		F?	25/25 25/25 RN-1-2-3
46 WCA 22	②		F?	25/25 RN-2-3
M.P.20				
42 WCA 22	②		F?	22/25
+41 WCT 24-37	⑧		F?	20/25 RN-3
M.P20				
37 WCA 22	③		F?	30/25 RN-3
36 WCA 22	⑧	*	F?	30/25 RN-3
M.P.20				
19 WCA 22	⑧	*	F2.4	25/25
18 WCB 22	③	*	F1.0	22 Longer Pole CL over 30 PX
17 WCA 22	②	*	F8.0	30/30 RN-2
16 WCA 22	③	*	F6.3	25/25 RN-2-3
+15 WCA 22	②	*	F7.2	30/25 RN-3
M.P20				

UNION PACIFIC (O.W.R.PN) RAIL ROAD
Granger - Portland Line
Additional Work to be proformed between
Taylor and Rooster Rock acct. Highway
Const. Covering Poles with Sand.
EST 47.
C.D.T.
11/13/47.

Sheet
1 of

c

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NOV 20 1947
FOR FILING

FI-318 (1)

#2794

November 20, 1947

Oregon State Highway Commission

Gentlemen:

There will be presented to you for your consideration at the Commission meeting November 24 and 25, an agreement to be entered into between the State Highway Commission and the Hydraulic Dredging Company covering the substitution of borrow materials for embankment construction in lieu of hydraulic dredging between Stations 956 and 1017+25, Troutdale-Wahkeena Section, Columbia River Highway.

On this section it is very difficult to secure hydraulic materials within a reasonable distance of the shore line except during extreme high waters. During extreme high waters it is difficult to operate dredging equipment.

The Dredging Company has requested permission to construct the embankment over the above mentioned section with borrow materials in lieu of dredging from the river, with the agreement that the bid price will not be changed. In addition, they agree to topsoil and seed the area from which the borrow material is obtained without cost to the State.

This change in obtaining of materials will result in no extra cost to the State, will not impair the appearance of the project and should expedite completion of the work. I recommend your approval of the agreement subject to concurrence by Mr. W. H. Lynch, Division Engineer, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1947

SUBJECT:

To: Mr. W. C. Williams
Ass't State Highway Engineer
Office

Dear Sir:

I hand you herewith four copies of the agreement between the State Highway Commission and the Hydraulic Dredging Company, covering the borrow fill to be placed between Engineer's Station 956 and 1017+25 on the Troutdale-Wahkeena Section of the Columbia River Highway.

I am also attaching a copy of Mr. Skelton's letter with reference to the change made in this agreement by the Hydraulic Dredging Company.

Will you kindly advise your pleasure with regard to our regular subcontract form, as mentioned in the last paragraph of Mr. Skelton's letter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

~~REFERRED TO~~
~~[illegible]~~
~~BY SECRETARY~~
[illegible] to Commission

FORM B-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 17, 1947

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOV [illegible] 1947

Dear Sir:

I am returning, herewith, agreement forwarded by you on November 6th, between the State Highway Commission and the Hydraulic Dredging Company, Ltd., covering the borrow fill to be placed between Engineer's Station 956 and 1017+25. This agreementhas been signed by the Hydraulic Dredging Company, and a copy of their letter of transmittal is attached.

You will note that they have modified paragraph 4 of this agreement by changing the work "Sub-contractor" to "Contractor". Mr. Gericke called me from Oakland about the wording of this paragraph, and I advised him to make the change they have made. The sub-contract between Hydraulic Dredging Company and Leonard & Slate is for slightly less than our contract price to take care of bond expense, and I believe some clearing cost.

As the sub-contract is specifically mentioned in this agreement, the question has arisen as to whether or not our regular sub-contract form need be submitted. Will you please advise.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.

HYDRAULIC DREDGING COMPANY, Ltd.
River and Harbor Improvements - Land Reclamation
CENTRAL BANK BUILDING
OAKLAND, CALIFORNIA

November 14, 1947

Oregon State Highway Commission
P. O. Box 4644
Portland 2, Oregon

Attention: Mr. A. G. Skelton,
Division Engineer

Gentlemen:

The four executed copies of the amendatory agreement between the Highway Commission and the Hydraulic Dredging Co., Ltd., covering the substitution of materials on the Troutdale-Wahkeena Creek Contract No. 2894, are enclosed.

As discussed in our telephone conversation, we have corrected Paragraph 4, on Page 2, of this agreement.

Yours very truly,

HYDRAULIC DREDGING CO., LTD.

BY R. C. Gericke
R. C. Gericke,
Secretary

RCG/cn

encs.

RECEIVED
OCT 14 1947
FOR FILING

F1-248 D

October 10, 1947

Mr. C. P. Norton
Division Plant Superintendent
Western Union Telegraph Company
San Francisco, California

Dear Sir:

This is your authority to bill us on a basis of actual cost, estimated to be $1,807, for the work performed in adjusting your pole line to our new hydraulic fill between Highway Engineer's Stations 572+50 and 615+50, your pole line M.P. 16.46 to 17.33, in accordance with your letter of September 23, 1947, in which you set forth that Resident Engineer Peterson of the Highway Department and Inspector Turner of the Western Union have concurred as to the poles affected by the fill, those affected on which there is no deterioration which the entire cost must be borne by the State and those affected which show deterioration and on which all the cost of material is to be borne by the telegraph company and the cost of the labor by the State.

This entire matter is governed by highway encroachment agreement with the Union Pacific Railroad, Troutdale to Warrendale Section, dated September 29, 1938.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
A. G. Skelton
Carl A. Peterson

FORM E-80X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

~~Portland, Oregon~~
October 1, 1947

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing, herewith, letter dated September 23rd from Mr. C. P. Norton, Division Plant Superintendent for the Western Union Telegraph Company, San Francisco, California, for a revision to their pole line, due to the construction of our new hydraulic filled grade between Troutdale and Dodson. I am also enclosing letter from Carl A. Peterson, Resident Engineer, to whom I referred this correspondence upon it's receipt for his check and recommendation.

If this is found in order by your office, I would recommend that the Western Union Telegraph Company be advised of our agreement with their plan of work, and division of expense as outlined in their letter. I presume that we could only pay on the basis of actual expense after the work is completed.

Yours very truly,

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
c c - Carl A. Peterson

FORM E-30K 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Troutdale, Oregon
September 29, 1947

SUBJECT: Western Uion Telegraph
Poles. Sta 572 to 615

To: Mr. A. G. Skelton
Division Engineer
Ore. State Highway Dept.
Portland, Oregon

Dear Sir:

In checking poles effected by hydraulic embankment on the section between Hwy Sta 572 to 615 R.R.M.P. 16.47 to 17.33 I find these to correspond with our field data.

When Mr. Turner of Western Union went over the section with me recently, we found 32 poles effected by hydraulic fill. 13 poles of which has to be replaced on account of fill, and all costs borne by the State . 19 poles of which has to be replaced because of deteriation, cost of material to be borne by the Telegraph Co. and labor by the State.

As far as the poles are concerned I check with Mr. Turner on items 1, 2, & 3. The cost of labor and materials etc at this time is their estimate and I presume it is a conseretive estimate.

Very truly yours,

Carl A Peterson

Resident Engineer

RM 3372-B

THE WESTERN UNION TELEGRAPH COMPANY

PACIFIC DIVISION

SAN FRANCISCO CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

September 23, 1947

POLE LINES - Maintenance - OWRR&N - Troutdale-Dodson, Ore.
Account State Highway Construction

Oregon State Highway Commission
P. O. Box 4644
Portland 2, Oregon

Attention: Mr. W. C. Williams
Division Engineer

Gentlemen:

Your Resident Engineer, Mr. Petersen, and our Inspector, Mr. Turner, recently went over the plans on the ground for a 4300 ft. section of the dredging work now being done by Hydraulic Dredging Co., Ltd. on the Sandy River-Wahkena Creek section of the Columbia River Highway between Highway Engineering Station 572.5 and 615.5. This corresponds approximately with Railroad Engineering Stations 16.85 and 17.7 and our pole line Mile Post and pole count 16+46 and 17+33.

We were informed the dredging in this 4300 ft. section would be completed about the middle of October. The pole line work cannot be performed until after the dredging is completed and fill has had time to settle.

We have a repair crew now working between Troutdale and Bridal Veil. This crew has been instructed to skip the section between M.P. 16.85 and M.P. 17.7 until after the dredging work is completed.

The necessary pole line work is shown on the attached field sheets #1 and 2. Three copies of each are attached together with a key sheet explaining the symbols. The figures F 5.3, F 6.1, etc. represent the estimated amount of fill that will be deposited around the pole.

RECEIVED
SEP [illegible] 1947
DIVISION ENG

O→×	Replace anchor.	⊗	Set deeper.
O⊸ RG	Renew guy	$\overline{25'}$	Salvage 25' class "C" pole.

FORM 3372-B

The encircled figures refer to the proposed division of expense for the necessary pole line work which is:

(1.) Poles not affected by sand fill and all costs for replacement to be borne by the Telegraph Co. (9 poles)

(2.) Poles affected by sand fill to extent that replacement is necessary that otherwise would not have to be replaced. All costs to be borne by the State. (13 poles)

(3.) Poles affected by sand fill to extent that replacement is necessary that were also to be replaced under our inspection because of deterioration. Cost of material to be borne by the Telegraph Co. Cost of labor to be borne by the State. (19 poles)

Our estimate, based on the above division of costs, is as follows:

	W.U.	State	Total
Labor	315.	1084.	1399.
Material	468.	195.	663.
Other Disbursements	14.	137.	151.
Plant Supervision	126.	307.	433.
Supply Expense	47.	19.	66.
Freight		65.	65.
Total	970	1807	2777.

Our customary procedure is to bill others for work of this nature on an actual cost basis. If you prefer, however, to give us billing authorization in this case for the State's proportion of the estimated amount, viz. $1800, that will be satisfactory.

If you agree with the plan of work and division of expense as outlined above, please inform us when the dredging work in this section has been completed and the method you desire to be used in billing the State of Oregon.

Yours truly,

C L Norton

Division Plant Superintendent

2 JPL:mc
GVS
Attachments

ice.

ng miles
asing

con-
pacing
ent location.

O→×	Replace anchor.	⊙	Set deeper.
O→<	Renew guy	25'	Salvage 25' Class "C" pole.
RG			

TERN UNION TELEGRAPH C ANY

FORM 3372-B

PLANT DEPARTMENT

INSPECTION OF ______________________________ LINE

BETWEEN ______________ AND ______________ DISTANCE ______ MI.

WORK COVERED BY __________ DIVISION EST. NO. __________ 19 ____

DATE OF INSPECTION FROM __________ 19 ____ TO __________ 19 ____

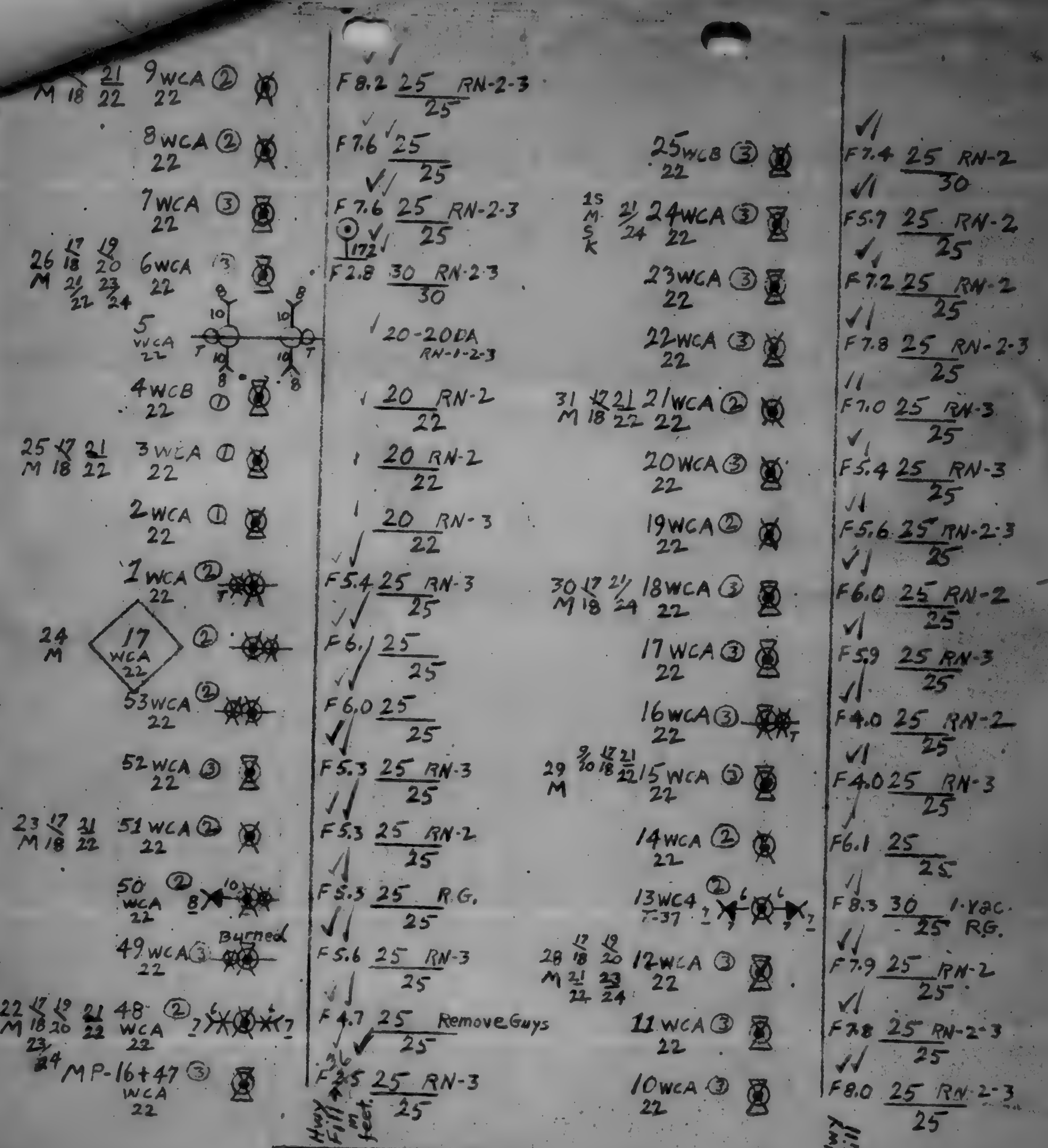
INSPECTOR ______________ APPROVED ______________ CHIEF INSPECTOR

USED - MOTOR CAR - AUTO. (CROSS OUT ONE OR BOTH)

______________ DIVN. SUPVR. OF LINES

STANDARD SYMBOLS AND ABBREVIATIONS

SYMBOL	EXPLANATION	SYMBOL	EXPLANATION
○	Existing Pole	○—○	Existing "H" Fixture
●	New Pole either additional or to replace another	●—●	Proposed "H" Fixture
⊗	Pole to remove: not defective	○=]	Existing Push and Pull Brace.
⊗	Pole to replace in existing location: not defective.	○=▌	Proposed " " " "
⊗	Pole to remove: defective butt.	○▌	Proposed Ground Brace.
⊗	Pole to replace in existing location on account defective butt.	○ S	Straighten pole
⊗	Pole to remove account defective top.	○ 2' →	Move pole two feet in direction of arrow
⊗	Pole to replace in existing location account defective top.	40' ○	Move pole forty feet in direction of arrow.
⊗	Pole to remove account defective top and butt.	⊗ 30'/25'	Present 30' pole. Proposed 25' pole
⊗	Pole to replace in existing location account defective top and butt	D.A. B-1	Double Arms Bolt Top Arm.
Ø	Lower arms one gain account defective top	○ RN-1	Renew top arm.
Ø	Lower arms two gains account defective top.	○ RN-2	Renew 2nd. arm.
Ø	Lower arms two gains Top not defective.	◐	Pole of Foreign Company.
Ø	Reset account defective butt.	○○○	Existing Screen Guard.
Ø	Reset. Butt not defective.	●●●	Proposed " "
○○	Existing pole with stub reinforcement.	HX	Highway Crossing.
○●	Proposed Stub reinforcement.	PX	Private "
○▭	Existing Push Brace	═	River or Creek
○▬	Proposed Push Brace.	⊠	Building
○—<	Existing Anchor and Guy.	◈	Mile Post. Show increasing miles in upper half and decreasing miles in lower half.
○→	Proposed " " "	★	This symbol to be used in connection with gradual respacing work to denote a permanent location.
○→×	Replace anchor.	⊙	Set deeper.
○—< RG	Renew guy	25'	Salvage 25' class "C" pole.

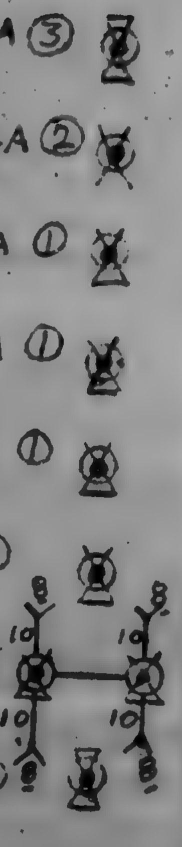


Granger-Portland Line
Route-OWRR&N Co. VS-Oregon 20-C
Between Troutdale and Corbett
M.P.-16+47 to M.P. 17+33 = 0.76 Mi.
Line changes account highway
construction work
9-17-47 H.E.J.

Note - ① ② ③ Denotes Division of Expense.

1-of 2

K $\frac{21}{22}$ $\frac{23}{24}$	33 WCA ③ 22	√| F2.4	$\frac{25 \quad RN\text{-}2\text{-}3}{25}$
	32 WCA ② 22	/| F4.5	$\frac{30 \quad RN\text{-}3}{25}$
	31 WCA ① 22	|	$\frac{25 \quad RN\text{-}2\text{-}3}{30}$
1 19 K 20	30 WCA ① 22	|	$\frac{18 \quad RN\text{-}2\text{-}3}{25}$
	29 WCA ① 22	|	$\frac{20 \quad RN\text{-}2\text{-}3}{25}$
	28 WCA ① 22	|	$\frac{20 \quad RN\text{-}2\text{-}3}{25}$
K $\frac{21}{22}$ $\frac{23}{24}$	27 WCA ① 22		$\frac{18\text{-}18 \; DA \quad RN\text{-}1\text{-}2\text{-}3}{25\text{-}25 \; DA \quad R.G\text{-}4}$
	26 WCA ③ 22	√↓ F6.6	$\frac{30 \quad RN\text{-}2\text{-}3}{35}$



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RECEIVED
OCT 14 1947
FOR FILING

FI-348 (4)

#2894

October 9, 1947

Oregon State Highway Commission

Gentlemen:

Under date of September 29, 1938, the Oregon State Highway Commission entered into an agreement with the Union Pacific Company providing that during construction operations on the Troutdale-Wahkeena Creek Section of the Columbia River Highway the railroad, if it deemed it necessary, should place an engineering inspector on the job while construction is in progress. The railroad company has now advised us that it is placing an engineering inspector on the job to protect the railroad's interests while the Hydraulic Dredging Company of California is working on its contract No. 2894 between Troutdale and Wahkeena.

The 1938 agreement specified that the State would reimburse the railroad for the cost of an engineering inspector but limited the inspector's salary to $225.00 per month. The Union Pacific Railroad Company now requests that the $225.00 limit be removed as this salary is no longer adequate and that it be reimbursed for the present salary of the engineering inspector, which is $378.00 per month.

The Commission has already authorized the payment of the presently existing salary for an engineering inspector on the Guy F. Atkinson contract for the construction of the Bridal Veil Overcrossing. It is recommended that the Railroad Company likewise be reimbursed for the total cost of its inspector on the Troutdale-Wahkeena section.

This matter will appear on the agenda of the Commission meeting October 21 and 22.

Very truly yours,

R. H. Baldock
State Highway Engineer

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

PORTLAND, OREGON

October 9, 1947

Hydraulic Dredging Company, Ltd.,
1401 Central Bank Building,
Oakland, California.

(CC - Mr. W. H. Lynch, Division Engineer
Public Roads Administration, Portland
Mr. R. H. Baldock, State Highway Engr.,
Oregon State Highway Commission, Salem
Fidelity & Deposit Company of Maryland,
900 Failing Bldg., Portland, Ore.
Mr. L. A. Collins - Portland
Mr. H. F. Shields - Portland
Mr. D. J. Callahan - Portland
Mr. C. P. Norton, Div. Plant Supt.,
Western Union Telegraph Co., San Fran.
Mr. L. H. Stephens, Plant Supt.,
Western Union Telegraph Co., Portland
Mr. O. R. Van Eaton - Omaha
Mr. A. Robinson - Portland
Mr. P. T. McCarthy - Albina)

NOTED
W. C. WILLIAMS

Gentlemen:

Referring to agreement dated July 31, 1947 between your company and Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company covering work by you on Troutdale-Multnomah Creek section of relocated Columbia River Highway in Multnomah County, Oregon, and to accompanying bond of Fidelity and Deposit Company of Maryland in amount $50,000.

Section 17 of the above mentioned document provides that said agreement and the bond executed pursuant thereto shall also cover and include any work of the same general character performed by the contractor on or in connection with said relocated Columbia River Highway in the section thereof between Multnomah Creek and Dodson in Multnomah County, Oregon, under and pursuant to any contract heretofore or hereafter made or entered into by and between the contractor and the United States Public Roads Administration.

RECEIVED

For our record will you please confirm or correct our understanding that you have entered into an agreement with the United States Public Roads Administration covering work of the same general character as set forth in the above mentioned agreement of July 31, 1947, between Wahkeena Creek and Dodson in Multnomah County, Oregon, sending copy of such advice to your surety, Fidelity and Deposit Company of Maryland.

Yours truly,

[illegible]

RECEIVED
OCT 6 1947
FOR FILING

FI-248 (11)
2894

October 3, 1947

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

I have your letter of October 1, relative to the need of culvert pipe between your Mile Posts 20 and 21 near Highway Station 774+47.5.

This matter has been checked with the field engineers and I have the following report from Resident Engineer Carl Peterson:

"The contractor is now installing the culvert pipe at Station 774+47.5, which is immediately below a 24 inch railroad culvert. The water level was never higher than the invert of this culvert, or better than six feet below track grade. As you know, a good many of the minor drainage structures of this nature are being placed after the grade is at least partially completed."

Division Engineer Skelton and Resident Engineer Peterson will continue to keep a close check to the end that any bad drainage conditions will be minimized.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

cc -
A. G. Skelton
H. G. Smith

FORM E-90 20M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 2, 1947

SUBJECT:

To: Mr. W. C. Williams
Acting State Highway Engineer
Salem, Oregon

Dear Sir:

I have a copy of the letter to you from Mr. Sam Murray of the Union Pacific Railroad, dated October 1st, in regard to drainage at a point near highway station 774+47.5 on the Troutdale-Wahkeena Section of the Columbia River Highway.

I checked this matter with Resident Engineer, Carl Peterson, and he advises me that the contractor is now installing the culvert at this location. This is immediately below a 24 inch railroad culvert, and the water level was never higher than the invert of this culvert, or better than six feet below track grade. As you know, a good many of the minor drainage structures of this nature are being placed after the grade is at least partially completed. Nothing is being done that will in any way endanger or interfere with the Union Pacific track.

Mr. Probert called me yesterday and brought this matter to my attention.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. SKELTON
Division Engineer

AGS:w
cc - H. G. Smith
S. H. Probert

FORM 3010
[illegible]

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

October 1, 1947

Mr. W. C. Williams,
Acting State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. A. G. Skelton,
Division Engineer,
Oregon State Highway Commission,
P. O. Box 4644 Sellwood Station,
Portland 2, Oregon.

Mr. L. A. Collins - Portland
Mr. L. W. Althof - Albina)

Dear Sir:

Referring to our recent conversation in regard to the matter of drainage in connection with work being performed by Hydraulic Dredging Company.

Report comes to me this morning that the contractor has neglected to provide drainage at a point between our Mile Posts 20 and 21 where we now have a 24 inch cast iron culvert. This point can be more particularly described as being near Highway Station 774+47.5 and Railroad Engineer's Station 1166+95. The contractor has completely plugged the drains and a pond is developing. This should be corrected at once.

In this connection also, we must realize that the rainy season is just about to commence. The contractor apparently has made no provisions for taking care of drainage through his fill, and unless the Highway Department exerts pressure and has the contractor provide the necessary drainage immediately, we will all be in trouble. I request you take action immediately, advising.

Yours truly,

S. MURRAY.

NOTED
W. C. WILLIAMS

RECEIVED
OCT 3 1947
OREGON
STATE HIGHWAY COMMISSION

FORM 3010
8-47-2M

UNION PACIFIC RAILROAD COMP Y

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

October 1, 1947

Mr. W. C. Williams,
Acting State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to your letter September 29, 1947 in regard to rate of inspector in connection with work being done by the Hydraulic Dredging Company.

Our present rate for an inspector is $378.80 per month, and in addition thereto we should figure on approximately $150.00 per month for his expenses.

I will appreciate your taking this up with the Commission at their next meeting and advising me of their decision.

Yours truly,

S. MURRAY

RECEIVED
OCT 3 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 23 1947
FOR FILING
FI-248 (W)
2824

1w

Salem, Oregon
October 1, 1947

Mr. W. C. Williams
Acting State Highway Engineer
Office

Dear Sir:

Sam Murray phoned today stating that at Station 7744+47.5 of our Troutdale-Wahkeena Creek Project, a small creek crosses the rights of way of the highway and the railway. This stream is carried through the railway grade in a 24-inch pipe culvert.

He stated that our contractor is placing the hydraulic fill at this location without installing the culvert that is to carry the stream under the highway, with the result that water is being impounded between the railway and the highway. He is fearful that if this practice of placing the fill ahead of the culverts is followed throughout the job, the railway roadbed will suffer damage, particularly when the winter rains set in. He asks that the work be handled in a manner which will prevent such blocking of drainage and impounding of water.

I told Mr. Murray that I would bring the matter to your attention. I also telephoned to Mr. Shelton advising him of Murray's call and suggesting that he acquaint himself with the situation.

Very truly yours,

S. H. Probert
Office Engineer

SHP:SM

RECEIVED
SEP 30 1947
FOR FILING

F1-248 (11)

#2894

September 29, 1947

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

This letter is in reply to yours of September 25, in which you request authorization to place an inspector on the state highway work under contract to the Hydraulic Dredging Company between Troutdale and Wahkeena, at a salary in excess of the $225 per month stipulated in the 1938 agreement.

Owing to the increase in salaries since that date, we, of course, realize the inadequacy of the $225 per month authorization. However, this agreement was executed by the State Highway Commission and I do not have authority to modify the agreement without the Commission's sanction.

I shall present this matter to the Highway Commission for consideration at their next meeting, which will be October 21 and 22.

Meanwhile, you are perfectly within your rights in assigning an inspector to the job, of which you know that $225 per month will be reimbursable, or the full amount if approved by the Highway Commission.

Will you please advise me prior to the Commission meeting the approximate salary you will pay the inspector?

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi

FORM 3019
2-47-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

September 25, 1947

Mr. W. C. Williams,
Acting State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to contract with Hydraulic Dredging Company, Ltd., for highway construction between Troutdale-Wahkeena Creek section of relocated Columbia River Highway.

2874

I am informed that the contractor has deposited dredging material beyond the railroad-highway boundary line and onto our right of way; also that he has provided little or no drainage facilities to carry drainage water through your fill. The repairs which contractor has made to our right of way fence which his operations have damaged, are incomplete and unsatisfactory.

These facts combined with the recent interference with our track near Tunnel Point (our Mile Post 21) make it imperative that an inspector be installed on this job in accordance with the terms of contract between the Railroads and the State dated December 29, 1938, Section 8, paragraph 8. ✓

This paragraph authorizes reimbursement of the Railroad Companies by the State for salaries and expenses of the inspector at not to exceed $225.00 per month. In view of the decided increase in salaries and expenses of this kind of help since the contract was executed in 1938, I would appreciate it if you would authorize us to increase the authorization for reimbursement by the State in terms similar to those contained in the supplemental contract between the State and the Railroad Companies, April 5, 1946, ✓ covering the Bridal Veil overcrossing, Section 6, wherein the State agrees, among other things, to reimburse the Railroads for the actual wages and expenses of any inspector assigned by the Railroads to the work.

In the interest of protection to the Railroads and the public, I will appreciate it if I may have your early authorization as above.

Yours truly,

S. Murray.
S. MURRAY.

RECEIVED
SEP 24 1947
FOR FILING

FI-248 (11)

#2894

September 23, 1947

Mr. L. A. Collins
General Manager Northwestern District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Sir:

We acknowledge receipt of your letter of September 17 to which you attached a copy of your letter to the Hydraulic Dredging Company, advising them that you will bill them for the damage to your tracks near Mile Post 21 on September 16. The letters have been noted and filed for future reference.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi

RECEIVED
SEP 24 1947
FOR FILING

FI-248(11)

#2794

September 23, 1947

Mr. E. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

I have before me your letter of September 17 in which you set forth facts pertaining to the damage caused to your railroad tracks at Reed Road crossing near Tunnel Point by the State's contractor on September 16.

We appreciate your position in this matter and have no issue with your statement that you must protect your trains in all manner possible. In line therewith, we have cautioned our field engineers to be very diligent at all times in keeping as close a check as possible upon the contractor's operations so there will be no such occurrence in the future.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi

FOR FILING

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 19, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am enclosing, herewith, report of minor accident just west of Reed Railroad Crossing at Mile Post 21, in which a tractor owned by the Hydraulic Dredging Company damaged the main line of the Union Pacific Railroad. This accident occurred at 4:30 P. M. on September 16, 1947. As mentioned in Mr. Peterson's report, the westbound freight train was apparently delayed about twenty minutes. It appears there was no other delay to rail traffic. However, I believe the "Slow Order" was maintained through the section, until the repairs were completed. These repairs consisted of the replacement of three ties, that were either made that night or early the next morning.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc - H. G. Smith
Carl A. Peterson

September 17, 1947

REPORT OF MINOR ACCIDENT WEST OF REED RRXING M.P. 21 AS MR. SMITH, GENERAL SUPT., HYDRAULIC DREDGING TOLD IT TO ME THIS A.M. AT 7:45.

Sept. 16, 1947 at 4:30 P.M.

At the change of shifts two cats tried to pass each other on the north side of U.P. tracks west of Reed RRXing. Dozer blade on cat driven by Jules Williams hooked a tie and broke it off directly under the north rail, and in so doing it, raised the track several inches. Sup't. Smith of Hydraulic Dredging was there, so he had his men flag the west bound train nearly due, causing it to be 20 minutes late. East bound stream liner was slowed down. Dispatcher was notified. Mr. Murray & Smith on phone. RR official arrived. Section crew arrived and when all excitement calmed down, it wasn't nearly as bad--Dozer did not cross the tracks, but he had no business getting near the track.

(McCarthy Sup't.)
Union Pacific

11th tie west of Reed Xing broke, 2 others end chipped.
RR section replaced & relined track this P.M.

(Submitted by Carl A. Peterson, September 17, 1947)

FORM 3010
8-47-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

September 17, 1947

Mr. W. C. Williams,
Acting State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Hydraulic Dredging Co., Ltd.,
1221 Central Bank Building,
Oakland, California.

Mr. L. A. Collins - Portland
Mr. R. F. Shields - Portland
Mr. P. T. McCarthy - Albina)

Dear Sir:

Referring to our telephone conversations in regard to damage to our track by Hydraulic Dredging Company at our Mile Post 21, Reed Road crossing, just west of Tunnel Point, on September 16th.

Investigation this morning by our Superintendent, Mr. McCarthy, and myself develops that the contractor, instead of crossing the track and going directly north to his work, decided, without consultation with anyone, to turn west and run along our shoulder for about 100 feet, then to turn north to reach the new highway grade. He was grading up a roadway close to the edge of our ballast toe, using two caterpillars, for some reason or other, which I have not been able to fathom. These two cats attempted to pass at a narrow point and one of them hooked into our ties, either with the blade or with one of the treads, and raised the track to an extent stated to be 3 or 4 inches. I believe it was more. Then the contractor proceeded to fill up the holes vacated by the ties and to tamp up the hump in the track.

I do not believe that the contractor sent out flagmen. At any rate, the first notice we had of this situation was when Mr. Smith, contractor's superintendent, called me at about 4:50 P.M. I instructed him to send out men to flag right now, and we arranged to get the section forces on the ground immediately and to issue precautionary train orders.

RECEIVED
SEP [illegible] 1947
[illegible]MISSION

Train 655 was just leaving Bridal Veil and the Streamliner was due out of Portland at 5:30. This is high speed territory. The hump that the contractor put in the track would have wrecked any train travelling at anything greater than very restricted speed. Fortunately Train 655 was flagged, and at a very slow speed crept over the hump. During the evening and today repairs have been made by our section forces.

Mr. Smith obviously had no right nor need to grade the road along our shoulder.

While Superintendent McCarthy and I were on the ground, one of the contractor's trucks came along, turned down the new road, backed around and fouled our track. I inquired of two of the contractor's truck men as to what purpose the incandescent light at the crossing served, and from their answers I am convinced that they have not received proper instructions.

The whole proposition appears to me to be about the closest call I have ever seen in connection with highway construction along our tracks. It will be necessary in order to protect our trains and all concerned to install flagmen at this crossing, around the clock, at the contractor's expense, and we are arranging to do so.

In line with our conversation will you kindly instruct your assistants to keep a special watch on this job in the interest of the Railroad, the Highway Department and all parties concerned.

Our General Manager is writing you and the contractor a formal letter in regard to billing for damage to track and services of flagmen and such other expenses as we have been subjected to.

Yours truly,

S. MURRAY.

FORM 2104
1-47-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. A. COLLINS,
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

September 17, 1947

Hydraulic Dredging Co., Ltd.,
1221 Central Bank Building,
Oakland, California.

(CC - Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Fidelity and Deposit Co. of Maryland,
900 Failing Building,
Portland, Oregon.

Mr. R. F. Shields - Portland
Mr. S. Murray - Portland
Mr. P. T. McCarthy - Albina)

Gentlemen:

Some time prior to 5:00 P.M. on September 16, 1947, one of your caterpillars badly damaged our main line track at approximately our Mile Post 21, near Corbett, Oregon. As soon as all charges are in we will bill you for the expense of necessary repairs to our track and other expenses incident to this occurence.

Yours truly,

L. A. COLLINS.

FORM 2104
9-46-2M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. A. COLLINS,
[redacted] GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

September 17, 1947

Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. R. F. Shields - Portland
Mr. S. Murray - Portland
Mr. P. T. McCarthy - Albina)

Gentlemen:

I am enclosing herewith a copy of my letter of this date to Hydraulic Dredging Co., Ltd., concerning damage done by them on September 16, 1947, to our track near Mile Post 21. This contractor is engaged in work on your new highway grade referred to in contract of December 29th, 1938, between the Oregon-Washington Railroad & Navigation Company, its Lessee, Union Pacific Railroad Company and the State, to which you are referred. We think the contractors and their surety and insurers and the State are liable for the damage. The Railroad Companies do not wish any action taken by them in this matter (including their letter to the contractor of which copy is enclosed, or the rendition of any bill or bills to the contractor) to be construed as a waiver in whole or in part of their rights and claims against the State in the premises.

Yours truly,

L. A. COLLINS.

NOTED
W. C. WILLIAMS

RECEIVED
SEP [illegible] 1947
STATE [illegible]

Files

RECEIVED
SEP 2 1947
FOR FILING

[illegible]

11-14

August 29,1947

Members of the State Highway Commission:

Attached for your approval are two copies of a project agreement with the P.R.A. for the Troutdale-Wahkeena Creek Section of the Columbia River Highway.

This project is on the Post War Program, first year.

The survey was approved by the Commission on June 22, 1939 and the contract awarded April 22, 1947 to Hydraulic Dredging Company.

Respectfully yours

Secretary

FAQ:gl
encl.

cc: Floyd Query

RECEIVED
JUL 29 1947
FOR FILING

July 28, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 18, 1947, on Contract No. 2694, Troutdale-Wahkeena Creek Section, in connection with Federal Aid Project No. FI-948 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

BHP:EM

RECEIVED
JUN 2 1947
FOR FILING

F1-248(11)

May 29, 1947

Hydraulic Dredging Co., Ltd.
1221 Central Bank Bldg.
Oakland
Oregon

Gentlemen:

We enclose, herewith, a fully executed copy of contract No. 2824 which was awarded to you on April 22, 1947 by the State Highway Commission, covering Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1331p

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

SYMBOLS
DL = Day Letter
NM = Overnight Telegram
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

RECEIVED
MAY 19 1947
FOR FILING

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA256 CAK=WA PORTLAND ORG 13 517P

1947 MAY 13 PM 6 29

R H BALDOCK= 1100 Chemeketa
STATE HIGHWAY ENGINEER SALEM ORG=

=OUR CHIEF DISPATCHER ADVISES RECEIVED CALL FROM CONTRACTOR CONLEY. HE PROPOSES TO BLASTAT TUNNELL POINT NEAR CORBETT 4:00 PM TOMORROW. YOUR OFFICE INFORMS CONLEYS CONTRACT RECENTLY LET CONTEMPLATES BLASTING ALSO CORBETT AND COOPEY QUARRY SEE SECTION 11 CONTRACT DECEMBER 29 1938 REQUIRING CONTRACTORS TO FURNISH BOND AND ENTER INTO PROTECTIVE AND INDEMNITY AGREEMENTS WITH RAILROAD AND TELEGRAPH COMPANY. CONLEY HAS NOT COMPLIED WITH THIS PROVISION PLEASE ARRANGE HAVE THIS DONE BEFORE CONLEY STARTS WORK=

=S MURRAY UPRR CO.

NOTED
State Highway Engineer

4:00 PM 11 29 1938

G482

Mr. Murray phoned Mr. Devich's office and this matter was taken care of.
5-14-47

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 10 1947
FOR FILING

FI-[illegible] (11)

#2894

April 22, 1947

Hydraulic Dredging Co., Ltd.
1221 Central Bank Building
Oakland 12, California

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for 6.07 miles of hydraulic-dredged embankment on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County. This award was based on your low bid of $937,337 submitted on March 24, 1947, and subject to the provisions listed in your letter to Mr. R. H. Baldock, State Highway Engineer, dated April 15, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ce
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 22, 1947
3:00 p.m.

Hydraulic Dredging Co., Ltd.
1221 Central Bank Building
Oakland 12, California

State Highway Commission awarded you today contract for Troutdale-Wahkeena Creek Section hydraulic-dredged embankment, on Columbia River Highway, Multnomah County, based on your low bid submitted March 24, 1947, and subject to provisions stated in your letter of April 15, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Charge

RECEIVED
APR 28 1947
FOR FILING

FI-248(11)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

806 BEDELL BUILDING
PORTLAND 5, OREGON

April 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your wire of April 17, 1947, we hereby concur as of this date in the award of contract for Oregon Project FI-248(11), Troutdale - Wahkeena Creek hydraulic dredging to the Hydraulic Dredging Company, Oakland, California, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
[illegible]
FOR FILING

F1-B+P(11)

#2[illegible]

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD
JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 17, 1947

MR. T. N. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REGARDING MY TELEGRAM HYDRAULIC DREDGING COMPANY, OAKLAND, CALIFORNIA, RELATING AWARD OF TROUTDALE-WAHKEENA CREEK PROJECT COPY WHICH YOU HAVE ADVISE RECEIPT LETTER TODAY QUOTE: AS REQUESTED, WE ARE WILLING TO WAIVE RESTRICTION ON AWARD OF BOTH CONTRACTS AND WILL ACCEPT AWARD OF YOUR CONTRACT IF THE CONTRACT CLAUSE PROHIBITING RENTAL PUBLICLY OWNED EQUIPMENT DOES NOT APPLY TO DREDGE AND AUXILIARY EQUIPMENT SO THAT WE ARE GUARANTEED THAT NO DEDUCTION WILL BE MADE FROM OUR CONTRACT PRICE IF WE RENT SUCH PLANT. LETTER GRANTING ADDITIONAL NINETY DAYS FOR AWARD OF PRA CONTRACT HAS BEEN FORWARDED TO THEM TODAY.

YOUR CONCURRENCE REQUESTED AWARD OF CONTRACT SOON AS POSSIBLE BASED ON PERMITTING USE OF PUBLICLY OWNED DREDGE AND AUXILIARY EQUIPMENT WITHOUT DEDUCTION.

R. H. BALDOCK

RECEIVED
APR 14 1947
FOR FILING

Charge to the account of ______________________________ $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER	X	NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

File

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE APR 12 1947

HYDRAULIC DREDGING COMPANY LTD
CENTRAL BANK BLDG OAKLAND CALIF

ATTENTION PAUL J CUSHING PRESIDENT. RE YOUR BID TROUTDALE WAHKEENA CREEK HYDRAULIC DREDGE EMBANKMENT ADVISE THAT FAILURE APPROPRIATIONS COMMITTEE TO ACT ON APPROPRIATIONS BILL TO DATE PREVENTS PRA AWARDING FOREST CONTRACT ADJACENT. MONEY AVAILABLE FOR FEDERAL AID CONTRACT AND WILL RECOMMEND TO PRA AWARD FEDERAL AID CONTRACT PROVIDED YOU WILL WAIVE RESTRICTION ON AWARD BOTH CONTRACTS ONLY. PRA WILL WRITE YOU REQUESTING YOU EXTEND TIME ON FOREST PROJECT AWARD NINETY DAYS. REFERENCE CONTRACT CLAUSE PROHIBITING RENTAL PUBLICLY OWNED EQUIPMENT ADVISE THAT LYNCH PRA STATES SUCH RESTRICTION DOES NOT APPLY TO SPECIALIZED EQUIPMENT SUCH AS DREDGE AND AUXILIARY EQUIPMENT. WILL RECOMMEND THAT THIS RESTRICTION BE WAIVED IF YOU ACCEPT AWARD FEDERAL AID PROJECT. IF YOU ARE WILLING ACCEPT AWARD UNDER THESE CONDITIONS PLEASE SO STATE IN WRITING. UPON RECEIPT YOUR REQUEST WILL FORWARD TO PRA AND RECOMMEND IMMEDIATE AWARD.

R H BALDOCK

RECEIVED
FEB 28 1946
FOR FILING

248-11

February 23, 1946

Mr. T. H. Banfield, Chairman
Oregon State Highway Commission
P. O. Box 450
Portland 7, Oregon

Dear Mr. Banfield:

We have tried to interest many contractors in the Troutdale-Wahkeena dredging project since the rejection of the bids. Several contractors would be glad to bid if they could rent a suitable dredge; therefore, the Port of Portland and the Port of Astoria were contacted to see if they would be willing to rent their dredges and other floating equipment to the contractors.

The Port of Portland, after several conferences, rather grudgingly set a tentative figure at $2,500 per day, but stated that they did not feel that the dredge could average more than 12,000 cubic yards per day. This would be nearly 20 cents a yard, which we consider a prohibitive figure. The dredging is only part of the cost of the yardage in place inasmuch as it requires equipment and men on shore to move and place the material in the roadbed prism. The cost of such work, on low output plus increased labor costs, amounts to 12 cents per yard which would make a cost of 32 cents per cubic yard in place.

We contacted the superintendent of the Port of Astoria dredge who seemed very much interested in the project and spent at least a week looking it over. He was unable to interest the Port Commissioners in the project, however, their principal argument being that the dredge might be needed around Astoria and, further, they did not wish to offend the Associated General Contractors. I cannot understand the latter, because we were trying to make the dredge available to the contractors at a reasonable figure. We are not entirely satisfied that the Port of Astoria dredge is suited for the work. However, at the present time the General Construction Company is using the Astoria dredge on the Tongue Point Naval Station, a contract of some 3,000,000 yards for which they bid 23 cents per cubic yard in place.

The Marine Contractors, Inc. have a 12-inch dredge in San Francisco. It is rather small but it can be used. They also can rent one of two dredges which have just been returned from the islands, but a superficial examination indicates that either dredge will need an extensive overhauling which will take at least four months. Mr. Peacock, head of the Marine Contractors, Inc., is going to San Francisco next week to check up on the dredges, and he states that he will be in a position to bid by April 2.

J. D. Proctor, Inc., a California firm, has been very much interested in the work and spent a week or more looking it over. This firm has two smaller dredges which could do the work but apparently does not feel that these dredges could do the work for less than 25 cents per cubic yard.

On the Tunnel Point-Rooster Rock Section, the dredge "Washington" (a 22-inch dredge) averaged about 22,000 cubic yards per operating day. The cost of the dredging and shore work was about $2,250 per day and the cost of the hydraulic embankment in place was about 10 cents per cubic yard. The contractor received 15.9 cents per cubic yard in place. At the present time, due to the increased labor costs, assuming the dredge could average 20,000 cubic yards per day, the cost of embankment in place would be 16 cents per cubic yard.

Our estimate at the time the bids were rejected was 20 cents per cubic yard. The General Construction Company bid 27 cents per cubic yard.

I would suggest that the Port of Portland be contacted again. They should reduce their figure of $2,500 per day to about $1,500 per day. On the basis of their estimate of 12,000 cubic yards per day, this would make a cost of 24.6 cents per cubic yard in place, to which should be added a contractor's profit which would make a price in place of 28 cents. However, the dredge "Clackamas" is a 30-inch dredge and should at least equal the production of the "Washington" in which case we could pay them $1,500 per day and get a contract price of 20 cents in place, or less.

I would suggest that you contact the Port Commission to see what can be done and that we seek bids again on April 2.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:HI

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20th, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

An active campaign has been carried on since the rejection of the bids on the Troutdale-Wahkeena Section, to interest contractors in this work. Several grading contractors would gladly bid if they could rent a suitable dredge. Therefore, the Port of Portland and the Port of Astoria were contacted to see if they would be willing to rent their dredges to the contractors.

The Port of Portland, after several conferences, rather grudgingly set a tentative figure at $2,500.00 per day but stated that they did not feel that the dredge could average more than 12,000 yards per day. This would be nearly $0.20 per yard, a prohibitive figure.

The superintendent of the Port of Astoria dredge, Mr. Tenycke, is very much interested in the project and spent at least a week looking it over. He was unable to interest the Port Commission in the project, however, their principal arguments being that the dredge might be needed around Astoria, and they did not wish to offend the Associated General Contractors. I am not entirely satisfied that the Port of Astoria dredge is entirely suited to the work, or I would suggest a conference with the Port Commission.

The Marine Contractors, Inc. have a 12-inch dredge in San Francisco. It is rather small but can be used. They also can rent one of two dredges which have just been returned from the Islands, but a superficial examination indicates that it will need an extensive overhauling which will take at least four months. Mr. Peacock is going to San Francisco next week to check up on the dredges and apparently will be in a position to bid by April 2nd.

J. D. Proctor, Inc., a California firm, has been very much interested in the work and spent a week or more looking it over. They have two smaller dredges which could do the work but apparently do not feel that these dredges could do the work for less than $0.25 per cubic yard.

On the Tunnel Point-Rooster Rock Section the dredge "Washington" averaged 22,000 cubic yards per operating day. The cost of the dredging and shore work was about $2,500.00 per day, and the cost of the hydraulic embankment in place was about $0.10 per cubic yard. At the present time, if a dredge could average 20,000 cubic yards per day, the cost of the embankment in place would be $0.16 per cubic yard.

The General Construction Company was low bidder on the Tongue Point Naval Contract of 3,000,000 yards at about $0.23 per cubic yard. Their bid was $700,000.00, the second bid $1,280,000.00 and the third $1,328,000.00. I imagine the Tongue Point job is rather simple, and they can probably average about 30,000 yards per day. Therefore, they should be done in about five months.

I would recommend that the job be advertised for the April letting, with sufficient time limit so that both the General and the Marine Contractors, Inc., can bid. The installation of power lines etc. requires several months preliminary work, and it would not be serious if the actual dredging did not start for four months.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

FI-248(11) Troutdale-Wahkeena Cr. 1947
Sec., Columbia River Hwy.
#2895 Rock Toe & Rock Slope

FOR FURTHER INFORMATION SEE FILE NO. FI-248(14)
ER-4(1)
Contract #3082.

RECEIVED
DEC 1 1 1950
FOR FILING

FI-248(11)

2875

Salem, Oregon
December 8, 1950

Mr. J. M. Devers
Chief Counsel
Office

We have received in this office a fully executed copy of an agreement with the Union Pacific Railroad Company terminating the use of an undercrossing of the Union Pacific tracks at Coopey Quarry, just east of Bridal Vail.

The above termination agreement is being filed with the original agreement, dated January 2, 1946, in railroad file No. 313.

Secretary

rn

cc - W. C. Williams

RECEIVED
SEP 1? 1950
FOR FILING

FI-348(11)

2895

September 11, 1950

2111

Union Pacific Railroad Company
Omaha 2, Nebraska

Attention: Mr. E. R. Miller
Auditor of Disbursements

Gentlemen:

Reference is made to your letter of August 15, concerning the bill, Audit No. 364090, for work done at Company Undercrossing, referred to by you as near Bridal Veil, Oregon.

Upon examination of the contract for this work, I find that you are correct in your statement that no reference is made to conditions required by the Bureau of Public Roads. We have, therefore, passed this bill for payment of the final 10 per cent. You should receive a voucher for this within a few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]
cc E. A. [illegible]

ASSIGNMENT

No. _____
by _____

gust 18, 1950

escription: E. R. Miller's letter of August 15 regarding their bill, Audit No. 364090, in amount of $13,957.70, covering 3-span pile trestle 64 feet long at MP 27.13 near Bridal Veil

Acknowledged by _____ Referred to __ Paxson ____________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
XX Please prepare for ___ Williams' _______ signature
____

Assignment executed 9-[illegible] Report received ______

Remarks:

UNION PACIFIC RAILROAD COMPANY
ACCOUNTING DEPARTMENT

R. M. SUTTON, GENERAL AUDITOR
E. M. KERRIGAN, SENIOR ASSISTANT GENERAL AUDITOR
H. J. BEARSS, ASSISTANT GENERAL AUDITOR

E. R. MILLER, AUDITOR OF DISBURSEMENTS
L. A. WHITE, AUDITOR OF GENERAL AND STATION ACCOUNTS
G. A. O'KEEFE, AUDITOR OF MISCELLANEOUS ACCOUNTS

T. J. CUMMINS, AUDITOR OF FREIGHT ACCOUNTS
H. B. JACOBSEN, AUDITOR OF PASSENGER ACCOUNTS
L. R. HILKER, AUDITOR OF EQUIPMENT SERVICE ACCOUNTS

FORM 250
2-50-50M

OMAHA 2, NEBRASKA.
August 15, 1950

D 237-33-3J

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

State of Oregon,
State Highway Commission,
Salem, Oregon.

Gentlemen:

This refers to our bill collectible Audit No. 364090, dated July 8, 1948 in amount of $13,957.70, covering 3-span pile trestle 64 feet long at M.P. 27.13 near Bridal Veil, Oregon.

Of this amount, $1,395.77 remains unpaid to date. It is presumed this balance is held in abeyance pending audit of our bill by the auditor of the Public Roads Administration as in other similar cases; however, our contracts with you do not require rendition of bill on basis of rules promulgated by Public Roads Administration.

The contracts referred to are dated January 3, 1946, U. P. Audit No. 63844, covering this specific location, and includes reference to a portion of the general contract dated December 29, 1938 U. P. Audit No. 46699.

Mr. Clifford Shoemaker, Division Engineer, Bureau of Public Roads, Kansas City, Missouri, requested revision of bill to basis of Memorandum No. 299; however, check of contract reveals that no reference of any kind pertains to the conditions required by Public Roads Administration.

In view of the above, it is felt that the balance due should be paid, and your remittance will be appreciated.

Yours truly,

E. R. MILLER

NOTED
W. C. WILLIAMS

Mr Miller is correct
in his contention that
contract does not require
bills conf. to the regulations
of Memo 299. (I would
recommend that we
make payment
WAR
8-21-50

RECEIVED
AUG 18 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
SEP 13 1950
FOR FILING

FI 248(11)

2875

September 11, 1950

2127

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of August 29, 1950, concerning the Union Pacific Railroad Company's bill No. 364090 for the construction of the temporary undercrossing structure to permit access to the Coopey Quarry to obtain materials for use on the Troutdale-Dodson Section, Project No. FI-248 (11).

The filling of the undercrossing is now in progress and the removal of the structure will follow shortly. The cost of this work is expected to run to about $2,200 and will be borne by the State without federal participation. It is our thought that whatever salvage there may be should accrue as a credit on this filling and removing work.

As regards the change in location of the trestle, our Resident Engineer advises that the foundation below the embankment at the original location was found to be very poor and that after two test piles were driven to a depth of 75 feet, the trestle location was shifted to a place where foundation conditions were more favorable. The test piles were left in place.

With reference to the cost of transportation and equipment rentals, the railroad bill shows payment to the M & B Transfer Co., a Portland concern, for truck rentals, etc., during the months of May, June and July, 1947; also rentals for locomotive and work train service during May and June, 1947. It is our understanding that transportation costs and equipment rentals are fully covered in these items.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:cw

FORM E-302 25M 8-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bonneville, Oregon.
Sept. 1st, 1950.

SUBJECT: Coopey Quarry Underpass
Columbia River Highway.

To: Mr. W. A. Reeves
Bridge Office Engineer
Oreg. St. Hwy. Dept.
Salem Oregon.

Dear sir:

Confirming telephone conversation this afternoon.

On May 21st, 1947 the railroad crew drove test piling at the proposed Underpass. Foundation below their rock fill was very poor. Drove two piles down to 75 feet.

They had to shift the location of the underpass to the west. On May, 28th, 1947 they drove test pile down 52 feet.

Drove four bents for three span trestle which they finished driving June, 6th, 1947.

Total piles used including the test piles:-

18 piles x 55 ft.	990 ft.
23 " x 45 ft.	1035 ft.
Total	2025 ft.

Very truly yours,
Carl A Peterson
Resident Engineer.

CAP/w

RECEIVED
SEP - 5 1950
[illegible] HIGHWAY COMMISSION

SIGNMENT

No. 2127 [illegible]
By

Letter of 7-23 from T.M.Davis re questions on Ore. Project FI-248(11), Troutdale-Wahkeena Creek. Asks clarification before recommending payment of voucher.

Acknowledged by _ _ _ _ _ Referred to PROBERT

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXX Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 9-12-50 Report received _ _ _ _ _ _ _ _

Remarks: Undercrossing structure is being filled now at State expense. There will be no salvage value.

OREGON STATE HIGHWAY C
INTER-DEPARTMENT CORRES

Bonneville, Oregon
Sept. [illegible]

To: Mr. F. A. Reeves
Bridge Office Engineer
Oreg. St. Hwy. Dept.
Salem Oregon.

Sir:

Confirmi

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

N DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 23, 1950

Coopey Quarry
Bridge 63844
Work Order S-1772

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with the audit of railroad bill No. 364090, an item on the final voucher for Oregon Project FI-248(11), Troutdale-Wahkeena Creek, several questions have come up that will need clarification before payment of the voucher can be recommended.

The railroad agreement provides for the use of the undercrossing structure at Coopey Quarry for a period of five years. We should know whether the State intends to continue the use of this structure after expiration of the five-year period and if so, for how long. This is in order to estimate the salvage value, if any, of materials to be recovered upon its removal and for which the State should receive credit.

The auditor states that the records show the railroad started to drive piling for the proposed structure and then moved to another location. The number of piling, the cost of driving and whether the piling were pulled or allowed to remain in place is not indicated. It is possible your records include this information as well as the reason for the change in location. X

The railroad has failed to claim the cost of transportation on the materials as well as the equipment used on the project. This could not be developed from records available at the railroad's Omaha office. Perhaps their Portland office could supply the information or you may already have been advised by them that these charges would not be claimed.

May we have your early reply as further action on the voucher cannot be taken until receipt of the information requested above.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
DEC 13 1949
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

MONTANA
~~OREGON~~
IDAHO
WASHINGTON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

FI-248(11)

Oregon ~~FI-248(1)~~
Troutdale-Wahkeena Creek Sec.
Columbia River Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement (modified) for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
F. E. Andrews
Principal Highway Engineer

Encl.

STATE HIGHWAY

Jwz

November 10, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modified agreement signed by the Highway Commission for the Troutdale-Wahkeena Creek Section, Project No. FI-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:GS

Encl.

Oregon Federal Aid Project No. FI-248(11) WA8pr 7315

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 4, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. FI-248(11); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $838,220.60 to $932,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications and/or estimates, and the sum of nine hundred thirty-two thousand and 00/100 dollars ($932,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce' as the context requires, to conform to the President's reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of nine hundred thirty-two thousand and 00/100 dollars ($932,000.00), which does not exceed the authorized

Federal pro rata share of one million five hundred ninety-five thousand, six hundred eighty-eight and 05/100 dollars ($1,595,688.05), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on November 8, 1949.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

Attest
SECRETARY

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Acting Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Project No. FI-248(11)

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-248(11)
Troutdale-Wahkeena Section,
Columbia River Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

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FI-248(11)
2875

1949

October 5, 1950

Mr. L. E. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

We are enclosing herewith the original and one copy of an agreement between the Union Pacific Railroad Company and the State of Oregon, by and through its State Highway Commission terminating the use of an undercrossing of the Union Pacific tracks near Bridal Veil, Oregon. This agreement has been executed by the State Highway Commission.

Will you please return one fully executed copy of this agreement to this office for the records and files of the Commission.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 2

Sent to file 12-8-50
R.N.

AGENDA
[illegible] 1950

5-h

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9-28

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 13, 1950

Oregon State Highway Commission

Gentlemen:

In 1946 the State Highway Commission entered into an agreement with the Union Pacific Railroad Company, providing for construction of an underpass of the Union Pacific tracks near Bridal Veil to permit the hauling of rock riprap and surfacing materials for construction of the water-level route of the Columbia River Highway.

Such work has now been completed, and the underpass has been filled in, in a manner satisfactory and acceptable to the Railroad Company, and the Railroad Company asks for execution of a form terminating the license for the maintenance and use of the undercrossing.

The Secretary will have at the next meeting the requisite form, for your execution, and I recommend that you approve the same.

Very truly yours,

R. H. Baldock
State Highway Engineer

"A"
2 copies to [illegible]

M

FORM 3010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

651 PITTOCK BLOCK
PORTLAND 5, OREGON

September 1, 1950

45

C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Re: Coopey Quarry Temporary Undercrossing.

Our Operating Department advises that the undercrossing has now been filled, which is in accordance with the instructions mentioned in your letter to me of August 8th.

In order that the agreement of January 3, 1946, covering the undercrossing, may be terminated, I am attaching, in duplicate, our standard form for the termination agreement. The special provisions of the Termination Rider are in line, I believe, with the provisions of the agreement.

Will you please arrange for the execution of the Rider in duplicate by the Commission, filling in the effective date below the special provisions, after which both copies should be returned to me for completion by the Railroad. A fully executed copy will be returned to you for your records.

Yours truly,

L. W. Althof

RECEIVED
1950
FOR FILING
FORM E-30X 18M 6-50 40301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 16th,1950

SUBJECT: Filling Union Pacific Coopey
Underpass
Prefix 26-1087 (Troutdale - Dodson).

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith Order for State Force Work and a Purchase Requisition covering the filling of the Union Pacific Coopey Underpass on the Columbia River Highway.

Filling of the structure was authorized by Mr. Williams in a letter to Mr. Althof, dated August 8, 1950, and is in accordance with the State's agreement with the Union Pacific, dated January 3, 1946. The filling work has been done by Morrison & Knudsen Company, along with their second track construction for the Union Pacific, and at the same unit price of $0.68 per square yard embankment measurement.

This method of handling the work was discussed with and approved by Mr. Williams.

Yours very truly,

F. T. YOUNG
Assistant Division Engineer

FTY:w
Encl.
cc: W. C. Williams

RECEIVED
1
OFFICE OF
CONSTRUCTION ENGINEER

C
O
P
Y

MORRISON-KNUDSEN COMPANY, INC.

General Contractors

August 12, 1950

Mr. F. T. Young, Assistant Division Engineer
Oregon State Highway Commission
p o Box 4644
Portland 2, Oregon

Dear Sir:

Reference is made to telephone conversation and to your letter of August 11, 1950, authorizing our Company to proceed with filling of Coopey main line underpass.

As previously stated, we will perform this work for $0.68 per cubic yard, embankment measurement.

Yours very truly,

MORRISON-KNUDSEN COMPANY, INC.

E. B. POTTER
General Superintendent

By /s/ Merlin L. Young
Merlin L. Young
Div. Office Manager

EBP

CEIVED
AUG - 9 1950
FOR FILING

1949

P

August 8, 1950

Mr. L. W. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Re the Cooper Quarry temporary undercrossing, this letter is to advise that the State will accept billing for the cost of removing the structure as provided in the agreement of January 3, 1946.

Instructions have been issued to the Milwaukie office of the State Highway Department to proceed with the filling of the structure to the bottom of the stringers, which is provided for in the agreement.

A copy of this letter is being submitted to Division Engineer A. G. Skelton, with the request that he advise you when the backfilling work can be started.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith
Mr. A. G. Skelton

FORM 931B
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

August 2, 1950

45

Mr. R. H. Baldock
State Highway Engineer
Oregoh State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Re: Coopey Quarry temporary undercrossing.

Referring to your letter of July 6th granting the Railroad Company permission to remove the undercrossing structure.

Will you please confirm my understanding that the State will accept billing for the cost of removing the structure as provided in the agreement of January 3, 1946. I ask this in view of the fact that the agreement will be terminated in advance of the expiration date specified therein.. If my understanding is correct, will you please arrange for filling the structure to the bottom of the stringers, advising when it will be convenient to begin the work, in order that I may line up our Operating people.

Yours very truly,

L. W. Althof

NOTED
W. C. WILLIAMS

RECEIVED
AUG 4 1950
OREGON
STATE HIGHWAY COMMISSION

CEIVED
1950
FOR FILING

1499

Fu

July 6, 1950

Mr. L. W. Althof, District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

45

Dear Sir:

This letter is to advise of permission of the State Highway Department for the Union Pacific Railroad Company to remove the undercrossing structure just east of Bridal Veil which served as a temporary undercrossing to the Coopey Quarry.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]

cc Mr. H. G. Smith
Mr. A. G. Skelton

FORM E-30 25M 1-50 37636

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3rd, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1949, I would recommend that authority to remove the undercrossing structure at Coopey Quarry be granted the railroad if they desire to do so, but they should be advised that we will find it necessary to use the existing grade crossing east of Coopey to some extent after the undercrossing has been removed.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

ne 19, 1950

ASSIGNMENT

No. 1949
By ___

Description: Letter of June 12 by L. W. Althof, re Coopey Quarry temporary undercrossing

Acknowledged by _____ Referred to Smith ✓

XX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature
____

Assignment executed 7-5-50 me Report received ______

Remarks: Can we release this as soon as Rogers is through crushing. WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 8010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

831 PITTOCK BLOCK
PORTLAND 5, OREGON

June 30, 1950

45

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

May I now have reply to my letter June 12, 1950, in regard to closing of temporary undercrossing at Coopey Quarry.

Yours truly,

L. W. Althof

L. W. Althof

[illegible]

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

801 PITTOCK BLOCK
PORTLAND 5, OREGON

June 12, 1950

45

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

PLEASE RETURN TO
W C WILLIAMS
FOR FILING

Dear Sir:

Re: Coopey Quarry temporary undercrossing

The Railroad has under progress a signal modernization program between Portland and The Dalles, which requires the extention of several sidings. One of these sidings is Bridal Veil which will be extended easterly approximately 1500'. This extention will conflict with the present temporary undercrossing to Coopey Quarry. The last information from you indicated the need for it until the completion of the surfacing on the relocated highway in 1949.

Since the surfacing was completed last year, it is hoped you are now in a position to authorize removal of the undercrossing structure.

Early advice would be appreciated as the work at Bridal Veil is programmed for July.

Yours truly,

L. W. Althof

[illegible]
W. C. WILLIAMS

FORM 8010
2-50-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF
DISTRICT ENGINEER

651 PITTOCK BLOCK
PORTLAND 5, OREGON

June 12, 1950

45

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Re: Coopey Quarry temporary undercrossing

The Railroad has under progress a signal modernization program between Portland and The Dalles, which requires the extention of several sidings. One of these sidings is Bridal Veil which will be extended easterly approximately 1500'. This extention will conflict with the present temporary undercrossing to Coopey Quarry. The last information from you indicated the need for it until the completion of the surfacing on the relocated highway in 1949.

Since the surfacing was completed last year, it is hoped you are now in a position to authorize removal of the undercrossing structure.

Early advice would be appreciated as the work at Bridal Veil is programmed for July.

Yours truly,

L. W. Althof

RECEIVED

NOTED
W. C. WILLIAMS

RECEIVED
RAUG. Bond
FOR FILING
71-248(11)

July 29th, 1949

COST ANALYSIS - FINAL REPORT
Troutdale-Wahkeena Creek
Rock Toe, Slope Protection and Topping

Contractor - M. J. & N. N. Conley
Resident Engineer - Carl Peterson

Contract #2895
Prefix 26-1079

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Loose Rock Exc. at Corbett Quarry, Truck Measure	13,718	Cu. Yd.	$0.50	$0.42	$ 5,534.76	$ 6,859.00
Solid Rock at Corbett Quarry	19,324.7	" "	1.00	0.69	13,344.04	19,324.70
Excavation at Tunnel Point	49,463.5	" "	1.05	0.85	42,043.98	51,936.68
Excavation at Coopey Quarry	108,020.8	" "	0.90	0.71	77,072.05	97,218.72
Short Overhaul	1,089,885.6	Yd. Sta.	0.02	0.0177	19,290.98	21,797.71
Long Overhaul	105,479.5	C-Yd. Sta.	0.50	0.45	47,465.78	52,739.75
Reshaping Slope With Bulldozer	336	Hour	8.50	7.98	2,680.17	2,856.00
Excavating & Placing Topsoil	95,870	Cu. Yd.	0.80	0.63	60,398.10	76,696.00
Hauling Topsoil	111,630.5	Yd. Mi.	0.20	0.122	13,679.41	22,326.10
Preparing, Fertilizing and Seeding of Grass Areas	200	Acre	40.00	31.10	6,220.00	8,000.00
PA #1, Load, Haul and Spread Hydraulic Sand	17,776.4	Cu. Yd.	0.40	0.312	5,549.89	7,110.56
Force Account					668.18	772.81
					$293,937.34	$367,638.03

Gross Revenue	$367,638.03
Total Cost	293,937.34
Net Profit	$73,700.69

Net Profit Equals 20% of Gross Revenue

Troutdale-Wahkeena Creek
Contract #2895

Detail of Cost

Labor:

Supervision		$4,711.00	
Labor		101,826.10	
Payroll Insurance		8,522.96	
			$115,060.06

Materials:

Grass Seed	7,400 Lbs.	2,973.38	
Fertilizer	20,000 " at $0.03½	700.00	
			3,673.38

Equipment Rentals & Misc. Supplies:

Equipment Rental, Hired	2,059.00	
" " , Owned	112,308.30	
Bond	2,336.70	
Explosives	10,950.02	
Gas, Oil & Grease	13,765.99	
Lumber in Tool Shed - 5,393 M-FBM	409.75	
P.L. & P.D. Insurance	1,575.00	
Move In, Freight & Cartage	5,800.00	
Office & Overhead	11,029.14	
Drill Steel & Maint.	4,000.00	
Misc. Supplies	8,750.00	
Use of Haul Road	270.00	
Loss on Cookhouse	1,950.00	
		175,203.90

Total Cost.........................$293,937.34

Troutdale-Wahkeena Creek
Contract #2895

Remarks:

This was a Federal Aid Project for rock toe, slope protection and topping on the Troutdale-Wahkeena Creek Section of the Columbia River Highway, a distance of 2.58 miles. This contract was bid March 25th, 1947, awarded April 22nd, 1947, work started April 28th, 1947, and completed April 15th, 1949.

Equipment used on this project consisted of one D-8 cat and dozer, one D-7 cat and dozer, one TD-18 cat and dozer, two 1½ cu. yd. Lorain shovels, one 500 cu. ft. compressor, one 105 cu. ft. compressor, five 8 cu. yd. International trucks, five 7 cu. yd. International trucks, one large truck and semi-trailer, one #12 cat blade, one complete portable shop, one complete drilling outfit and mucking machine used for coyote holes and one 16 cu. yd. carryall.

The contractor started hauling loose rock from the Corbett quarry on May 5th, 1947, moving very good yardage, approximately 100 cu. yd. per hour, until May 24th, when production was increased to about 140 cu. yd. per hour. During the period the contractor was working in this quarry he was hampered for a period of about 20 days due to high water in the Columbia River. During the delay the drilling crews were busy on coyote holes at the Tunnel Point quarry. On June 12th, 1947, the quarry was shot with very good results, using approximately 3.5 tons of powder, resulting in breaking up approximately 20,000 cu. yd. Hauling was then started from this quarry, averaging 120 cu. yd. per hour. This quarry was not as easy to work as the Corbett and Coopey quarries. Drilling was then started at the Coopey quarry, digging two coyote holes which were loaded and shot with very good results. Hauling was started at Coopey quarry as soon as work was completed at Tunnel Point, and production increased to approximately 150 cu. yd. per hour. The TD-18 cat and carryall was used to spread sand on the hauling road to protect the equipment tires, [redacted].

The contractor was shut down from June 16th, to July 26th, 1947, and from May 24th, to July 3rd, 1948, due to high water in the Columbia River; also, from July 5th, to October 13th, 1948, due to waiting for the Hydraulic Dredging Co. to complete the roadbed so that rock could be placed. During these shutdown periods the contractor had other projects on which he was working.

Topsoil was placed on the slopes using one 1½ cu. yd. Lorain shovel, loading into seven 8 cu. yd. trucks, hauling approximately 1,300 cu. yd. per 9-hour day, a very good average.

After the topsoil was placed on the shoulders, it was pushed over the slopes with a D-8 cat and dozer and then the D-8 cat and dozer with a large timber drag was used to smooth down the topsoil. A crew of five men did the seeding and fertilizing very economically.

The contractor had very good bid prices, good equipment and supervision, and a nice profit was realized on all items.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
MAY 10 1949
FOR FILING

71-248 (11)

2895

May 10, 1949

General Casualty Company
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2895. for rock toe, slope protection and topping on the Troutdale-Wah-Keena Creek Section of the Columbia River Highway in Multnomah County, has been completed by the contractor, J.N. & M.J.Conley, and that final payment in the amount of $11,048.27 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $$367,638.03, of which amount $772.81 represents force account items. This contract was completed April 10, 1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Department

NOTED ON CARD

5-10-49 gl

Form R-1—5M—1-46

71-248 (11)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Final

For Week Ending April 15, 1949

Section Troutdale-Wahkeena Creek

Kind of work Rock Toe, Slope Protection & Topping

Highway Columbia River

Section prefix 26-1079

Contractor J. N. & M. J. Conley

Contract number 2895

Date of Contract April 22, 1947

Date of completion Dec. 31st, 1948 Extended to April 10th

Date work started April 29, 1947

Estimated date of completion April 15, 1949

Amount of contract $389,770.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $367,618.31

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $17600.00, 75%

Date project was completed April 10th, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor reshaped to stripped top soil areas south of the slopes between Sta 955+50 to 1014.

Cleaned up the camp site at Coopey and moved equipment away from Coopey quarry.

Engineer crew of 3 men completed final records which were submitted to Division Office Friday.

NOTED H. G. SMITH

Signed Carl Petersen

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.43				
Miles partially completed	–				
Miles completed	8.43				
Total estimated quantities	190,525				
Estimated quantities moved or placed to date	190,525				
Average daily quantities	—				
Average daily quantities necessary to complete project on time	-				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3						3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
APR 18 1949
OFFICE OF
CONST[illegible] ENGINEER

RECEIVED
APR 21 1949
FOR FILING

71-248 (11)

2895

April 20, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you of the intention of the State Highway Commission to make semi-final payment to J.N. & M.J. Conley, on contract No. 2895, covering rock toe, slope protection and topping on the Troutdale-Wahkeena Creek Section of Columbia River Highway in Multnomah County. This payment, in the amount of $20,792.53, will be made on or after April 30, 1949. The retained percentage is $11,028.55.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Legal Dept.

NOTED ON CARD

4-20-49 ge

RECEIVED
APR 21 1949
FOR FILING

91-24 (a)

2895

April 20, 1949

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 11, 1949, had under discussion your request for an extension of time of 10 days, from March 31 to April 10, 1949, within which to complete your contract No. 2895 for rock toe, slope protection and topping on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Shelton,
Division Engineer

H. G. Smith

MAILED [illegible]

4-20-49 gl

RECEIVED
APR 20 1949
FOR FILING

FI-248(11)

2095

April 18, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on April 10, 1949 on Contract No. 2095, Troutdale-Wahkeena Creek Section in connection with Federal Aid Project No. FI-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall
MSP:md

RECEIVED
APR 8 1949
FOR FILING

[illegible]

2895

April 8, 1949

Oregon State Highway Commission

Request for extension of time
No. 3
April 11 and 12 meeting

Gentlemen:

Herewith a request from J. H. & M. J. Conley, contractors, for an extension of time from April 1, 1949 to April 14, 1949, on Contract No. 2895, Troutdale-Wahkeena Creek Section of the Columbia River Highway.

It has been impossible to complete the shaping and seeding of the borrow pit area, due to extremely wet weather.

All other work under this contract has been satisfactorily completed, and I would recommend that this extension be granted without penalty. Mr. T. H. Davis of the Public Roads Administration concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
APR 4 1949
FOR FILING

FI 24[illegible]

File

April 1, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. [illegible], Troutdale-Wahkeena Creek Section, of the Columbia River Highway, Ore. FI 248 (11) from April 1 to April 10 inclusive to J. E. and M. J. Conley, Contractors.

Due to extremely wet weather, it has been impossible to complete the shaping and seeding of the borrow pit area.

All other work under this contract has been satisfactorily completed, and I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
FEB 3 1949
FOR FILING

71-2.48-(11)

2895

February 2, 1949

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 90 days, from December 31, 1948 to March 31, 1949, within which to complete your contract No. 2895 for the Troutdale-Wahkeena Creek Section of Columbia River Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: A. G. Skelton,
Division Engineer

W. C. Smith

NOTED ON CA

2-2-49

RECEIVED
JAN 18 1949
FOR FILING

71-249 (A)

2895

January 18, 1949

Request for extension of time
No. 14
January 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from J. H. & H. J. Conley for an extension of time on Contract No. 2895, Troutdale-[illegible] Creek Section, slope protection and topping on the Columbia River Highway, from December 31, 1948 to March 31, 1949.

The completion of this project was predicated on the completion of the hydraulic embankment, which contract was awarded to a separate contractor who was unable to complete his section because of the 1948 flood.

I would, therefore, recommend that this extension be granted without penalty. Mr. T. H. Davis of the Public Roads Administration concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN 12 1949
FOR FILING

FI-248 (11)

2695

January 12, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2695, Troutdale-Wahkeena Creek rock toe slope protection topping on the Columbia River Highway, Oregon FI-248 (11), from December 31, 1948 to March 31, 1949, to J. N. and M. J. Conley, Contractors.

Because of the failure of the contractor on the Hydraulic embankment portion of this section of the highway to complete his contract within the time specified, J. N. and M. J. Conley were unable to complete the contract within the time limit in accordance with their project schedule.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

RECEIVED

FOR FILING

FI 248(11)

2895

December 21, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work covering the construction of a 3 span pile trestle on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County, Contract No. 2895 in connection with Federal Aid Project FI-248 (11).

This work was done by the Union Pacific Railroad Company in accordance with agreement dated January 3, 1946.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
BBP:md

RECEIVED
NOV 20 1947
FOR FILING

FI-248(11)

To K R for
sig 10-29-47
not returned 11/20/47
Q

October 29,1947

Union Pacific Railroad Company
Pittock Block
Portland 5
Oregon

Gentlemen:

I enclose herewith two copies of agreement with the State Highway Commission covering the termination of encroachment No. 3 on the Union Pacific Railroad property. This encroachment was to provide for overhead crossing of the Columbia River Highway over the Union Pacific tracks immediately east of the Sandy River near Troutdale but, due to a change of location, the crossing of the railroad was moved to a point near Sundial Road west of Troutdale, making encroachment No. 3 no longer necessary. You will note the agreement has been fully executed by the Highway Commission.

Will you please have both copies of the above agreement signed by the proper officials of your Company at your earliest convenience, retain one fully executed copy for your files and return one executed copy and three additional copies to this office.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encls. 2

cc: Suspense File

FORM E-20 25M 5-47

AGENDA
OCT 21 1947

3.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1947

SUBJECT:

To: H. B. Glaisyer

Herewith for further handling two copies of form of agreement to cover the termination of encroachment No. 3 on the Union Pacific Railroad property as covered in agreement dated December 29, 1938, between the State Highway Commission and the Union Pacific Railroad Company.

This encroachment was to provide for overhead crossing of the Columbia River Highway over the Union Pacific tracks immediately east of the Sandy River near Troutdale. Due to a change of location, the crossing of the railroad was moved to a point near Sundial Road west of Troutdale and encroachment No. 3 is no longer required.

W. C. Williams

WCW/ds
Encl.

PS: The above original agreement was signed by the Commission on December 29, 1938 and the supplemental agreement giving the R/W description by encroachment number was signed by the Commission on March 21, 1939.

HBGlaisyer
Sec

A

RECEIVED
OCT 6 1947
FOR FILING

FI-348(11)

October 3, 1947

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Please refer to your letter of September 25, having reference to the Union Pacific right of way fence on the Troutdale-Wahkeena Section which had been removed by the State's contractor.

I am now advised by the Resident Engineer, Mr. Peterson, that the contractor has temporarily replaced the fence but that he does not intend this to be the completed job. It is intended to serve as adequate protection until such time as all materials are on hand that are required to restore the fence to its original condition.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

cc - H. G. Smith
A. G. Skelton

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 1, 1947

SUBJECT:

To: Mr. W. C. Williams
Acting State Highway Engineer
Salem, Oregon

Dear Sir:

Under date of September 29th you forwarded a copy of Mr. S. Murray's letter of September 25th, in which he complains about the contractor's work in reinstalling right of way fence on the Troutdale-Wahkeena Section of the Upper Columbia River Highway.

I am advised by Mr. Peterson that the fence in question was reinstalled as soon as it possibly could be, due in part to Mr. Murray's request that as much of the fence as possible be kept in place at all times. I understand that the contractor does not intend this to be a completed job, but it apparently does serve as an adequate protection until such time as all parts are on hand that are required to put the fence in it's original condition.

We will see that this work is properly done before the job is completed.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
cc - Carl A. Peterson

RECEIVED
SEP 30 1947
FOR FILING

FI-248(1)

#2895

September 29, 1947

Mr. A. G. Shelton
Division Engineer
State Highway Department
P. O. Box 4644 Sellwood Station
Portland 2, Oregon

Dear Sir:

Herewith copy of a letter received this date from S. Murray. Please check up on the matter of replacement of the Railroad's right-of-way fence, to the end that the completed installation shall be comparable to the condition before it was torn down and otherwise satisfactory to the Union Pacific Railroad Company.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi
Encl.
cc: S. Murray
H. G. Smith

FORM 3010
2-47-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

S. MURRAY,
RESIDENT ENGINEER

851 PITTOCK BLOCK
PORTLAND 5, OREGON

September 25, 1947

Mr. W. C. Williams,
Acting State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. F. T. Young,
Assistant Division Engineer,
Oregon State Highway Commission,
9200 S. E. McLoughlin Blvd.,
Portland, Oregon.

Mr. L. A. Collins - Portland
Mr. L. W. Althof - Albina)

Dear Sir:

Referring to my letter August 27, 1947 to Mr. Baldock and to your letter September 11th in regard to contractor working on the new highway between Troutdale and Wahkeena having torn down our right of way fence in order to facilitate sloping the grades.

Our maintenance people advise that this fence has been restored but that the work has been very poorly done. In order that your contractor may make an acceptable job of this restoration, I am sending you herewith a copy of our Common Standard Form C.S. 21.

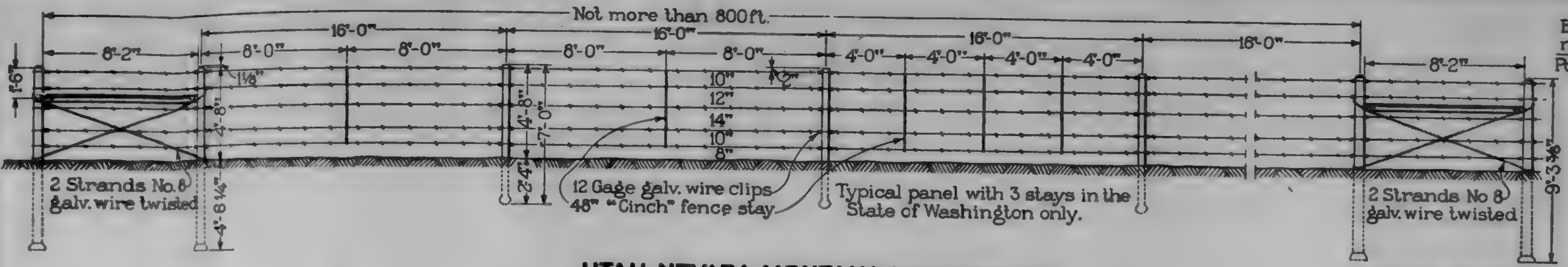
Will you please insist upon the contractor doing a neat and satisfactory job. I am informed that in attempting to restore the fence he neglected to put in spreaders and has left the fence out of plumb and out of line.

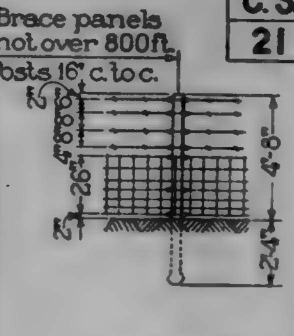
Yours truly,

S. Murray
S. MURRAY.

RECEIVED
SEP 29 1947
OREGON
STATE HIGHWAY COMMISSION

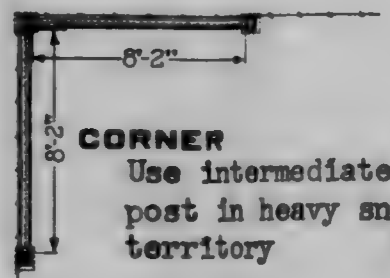
C.S.
21





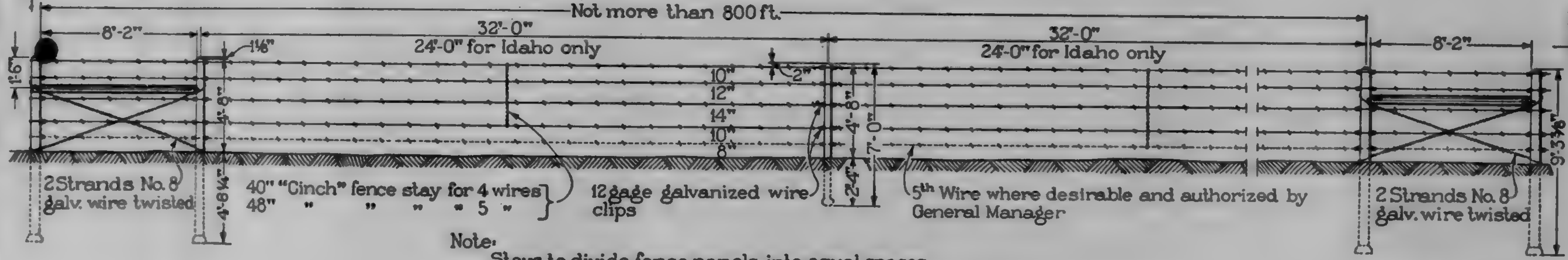
UTAH-NEVADA-MONTANA-WASHINGTON
5 Wire Fence

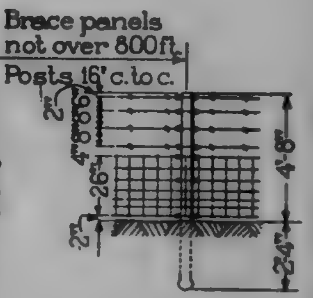
HOG TIGHT
Applied to existing fence



CORNER
Use intermediate steel post in heavy snow territory 8-24-32

Note:
Wood posts may be substituted for concrete. Spacing of posts, wires and braces to be as indicated.
All barbed wire to be "2 point regular American Glidden galvanized cattle wire."
When necessary use a 1" x 6" board along top of fence in Oregon, West of the Cascades omitting top wire and providing intermediate post for support.

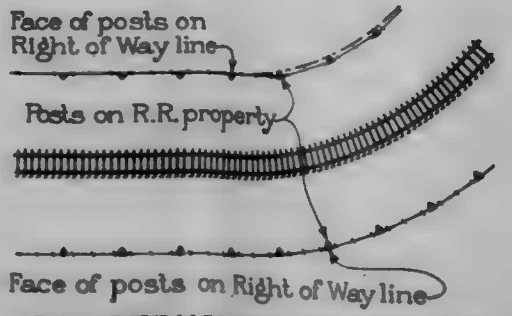

Not more than 800 ft.
8'-2"
32'-0"
24'-0" for Idaho only
32'-0"
24'-0" for Idaho only
1'-6"
1 1/8"
4'-8"
10"
12"
14"
10"
8"
2"
4'-8"
7'-0"
2'-4"
4'-8 1/4"
2 Strands No. 8 galv. wire twisted
40" "Cinch" fence stay for 4 wires
48" " " " 5 "
12 gage galvanized wire clips
5th Wire where desirable and authorized by General Manager
8'-2"
9'-3 3/8"
2 Strands No. 8 galv. wire twisted
BRACE PANEL



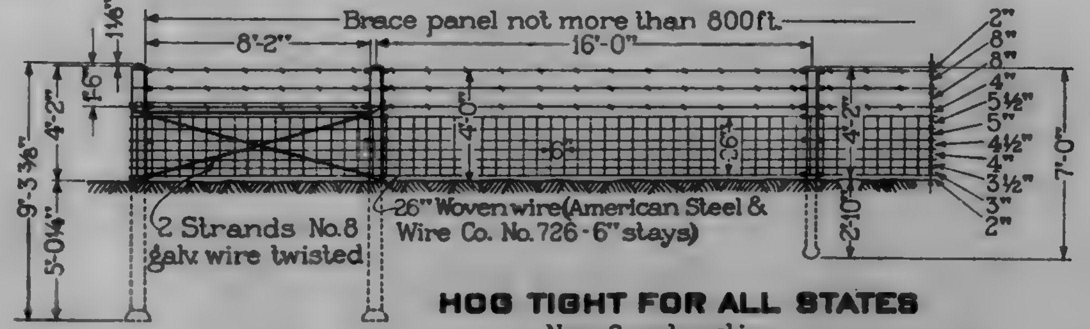
Note:
Stays to divide fence panels into equal spaces.
One stay per panel for fence in Nebraska, Kansas, Colorado and California.
Two stays per " " " " Wyoming.
Three " " " " " Idaho and Oregon.

HOG TIGHT
Applied to existing fence

NEBRASKA-KANSAS-COLORADO-WYOMING-IDAHO-OREGON-CALIFORNIA
4 or 5 Wire Fence


Face of posts on Right of Way line
Posts on R.R. property
Face of posts on Right of Way line

CONSTRUCTION ON CURVES


Brace panel not more than 800 ft.
8'-2"
16'-0"
1 1/8"
1'-6"
4'-2"
9'-3 3/8"
5'-0 1/4"
4'-0"
6"
26"
4'-2"
2'-10"
7'-0"
2"
8"
8"
4"
5 1/2"
5"
4 1/2"
4"
3 1/2"
3"
2"
2 Strands No. 8 galv. wire twisted
26" Woven wire (American Steel & Wire Co. No. 726 - 6" stays)

HOG TIGHT FOR ALL STATES
New Construction

UNION PACIFIC SYSTEM
COMMON STANDARD
RIGHT OF WAY FENCE
NO SCALE ADOPTED MAY 14, 1930

RECEIVED
SEP 12 1947
FOR FILING

A1-248-(11)

September 11, 1947

#2895

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Please refer to yours of August 27 having reference to the taking down of right of way fence during the construction of the new Columbia River Highway between Troutdale and Wahkeena. I have had an investigation made of this matter and am advised by the Resident Engineer, Carl Peterson, that the fence was removed by the contractor for two different reasons. Between Corbett Station and Taylor, the fence was removed to permit reshaping and top-soiling of the sand slopes. West of Tunnel Point, some fence was removed to prevent its being covered by the hydraulic fill.

Mr. Peterson advises that the fence will be restored as soon as possible. I am sending to Mr. Peterson a copy of this letter with the request that he keep a close check on this matter so that the fence not be left down for any undue period of time.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi
cc: H. G. Smith
A. G. Skelton
Carl A. Peterson

FORM E-50 [illegible] 9-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1947

SUBJECT:

To: Mr. W. C. Williams
Ass't Division Engineer
Office

Dear Sir:

Under date of August 27, Mr. Sam Murray of the Union Pacific Railroad Company, wrote Mr. Baldock about a portion of their right of way fence on the Troutdale-Wahkeena Section being town down by our grading contractor. I am attaching hereto copy of a letter from Resident Engineer Peterson which I believe satisfactorily explains the matter.

Very truly yours,

N. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

FORM E-80X 15M 10-46

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Troutdale, Oregon
August 29, 1947

SUBJECT: Disturbing Railroad Fence
Troutdale-Wahkeena Sections

To:
Mr. A. G. Skelton
Division Engineer
Oregon State Highway Commission
Portland, Oregon

Dear Sir:

In order to make it more convenient during the reshaping and topsoiling sand slopes, it was necessary to remove fence on all encroachments between Taylor and Corbett.

This fence is now being restored to its original position.

Portions of fence have been removed west of Tunnel Point to save it from being covered by hydraulic fill within the next few days.

All openings in fence will be restored as soon as possible.

Very truly yours,

(Signed) Carl A. Peterson
Res. Eng'r.

Form 3010
8-41-5M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

August 27, 1947

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. F. T. Young,
Assistant Division Engineer,
Oregon State Highway Commission,
9200 S. E. McLoughlin Blvd.,
Portland, Oregon).

Dear Sir:

Our Division Engineer advises that where your contractor is now working on the new highway between Troutdale and Wahkeena, he has torn down our right of way fence in order to facilitate sloping the grades, this being particularly the case where slopes encroach on our right of way beginning in the vicinity of Taylor and extending some distance east.

It is probable that this fence must be disturbed to some extent on account of your sloping operations. However, we spent a large sum of money last year in this vicinity and other points, to put our fences in shape to keep cattle from getting on the track.

Will you kindly see to it that the contractor opens up our fence only where it is necessary and as little as possible at a time, and that he restores the fence in good order at the earliest moment, at all locations.

Yours truly,

S. MURRAY.

RECEIVED
AUG 28 1947
OREGON
STATE HIGHWAY COMMISSION

FI-248(11)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
~~MONTANA~~
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

September 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project FI-248(11)
Troutdale-Wahkeena Creek

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 30 1947
OREGON
STATE HIGHWAY COMMISSION

JOD

State Oregon WA8pr 7315

Federal Aid

Project No. [illegible](11)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of September, 1947,

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a project statement, which was approved on the 4th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of October, 1945; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eight hundred thirty-eight thousand two hundred twenty and 60/100 dollars ($838,220.60) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 520, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 519+50 in the NE 1/4 Section 25, T.1-N, R-3-E, W.M., and survey station 1215+50 at the east boundary of Section 12, T-1-S, R-5-E, W.M., except station 625+00 - 788.50, Station 788+00 - 898+50, and Station 1132+50 - 1165+55, length 8.182 miles, in Multnomah County, being Oregon Federal Aid project No. FI-[illegible](12), consisting of 8.182 miles of roadway and one bridges, each of more than 20 feet clear span, 0.006 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eight hundred thirty eight thousand two hundred twenty and 60/100 dollars ($838,220.60), which does not exceed the authorized Federal pro rata share of one million five hundred ninety-five thousand six hundred eightyeight and 65/100 dollars ($1,595,688.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter [illegible], Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

Attest

By H B Glaisyer

SECRETARY

(Title of officer)

By

Ass't State Hwy Engr
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By **W. H. Lynch**
Division Engineer,
Public Roads Administration.

By: F. B. Andrews
Principal Highway Engineer
Acting Division Engineer

RECEIVED
SEP 23 1947
OREGON DISTRICT

RECEIVED
MAY 26 1947
FOR FILING

II [illegible]

[illegible]

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

155

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA74 CAK=WAPORTLAND ORG 22 934A 1947 MAY 22 AM 9 54

R H BALDOCK=
STATE HIGHWAY ENGINEER

=HAVE TODAY ADVISED CONLEY HE MAY START WORK AS SOON AS HAS CONTACTED OUR DIVISION FORCES AND TAKEN NECESSARY PROTECTIVE MEASURES=

:S MURRY UPRR CO=

REFERRED TO
H. C. Smith
By Chief Engineer

MAY 23 1947

FI-248 (11)

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 21 1947
FOR FILING

F[illegible] (11)

Charge to the account of ______ $ ~~File~~

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 21, 1947

S. MURRAY
UNION PACIFIC RAILROAD
PITTOCK BLOCK
PORTLAND, OREGON

REQUEST THAT YOU SECURE PERMISSION BY WIRE FOR J. N. & M. J. CONLEY TO START WORK ON TROUTDALE-WAHKEENA CREEK SECTION. I UNDERSTAND THAT BONDS HAVE BEEN POSTED AND ALL NECESSARY DETAILS COMPLETED.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

RECEIVED
MAY 17 1947
FOR FILING

FT-248(11)

May 16, 1947

J.M. & M.J. Conley
4332 N.E. Royal Court
Portland 13
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2895 which was awarded to you on April 22, 1947, covering the Troutdale-Wahkeena Creek Section of the Columbia River Highway, in Multnomah County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

RECEIVED
MAY 8 1947
FOR FILING

FI-248-11

April 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 28, 1947, on Contract No. 2895, Troutdale-Wahkeena Creek Section, Rock Toe Embankment, Slope Protection and Topping, in connection with Federal Aid Project No. FI-248 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GS

RECEIVED
MAY 10 1947
FOR FILING

Fl. 348 (11)

#2895

April 22, 1947

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of rock toe, rock slope protection, roadbed topping, topsoiling and seeding, on the Troutdale-Wahkeena Creek Section of the Columbia River Highway in Multnomah County. This award was based on your low bid submitted on March 25, 1947, in the amount of $389,770.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. H. Probert
Mr. R. G. Smith
Goldie Lewis

Charge to the account of ____ $____

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 22, 1947
3:00 p.m.

J. E. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

State Highway Commission awarded you today contract for Troutdale-Wahkeena Creek Section, Columbia River Highway, Multnomah County, rock toe and rock slope protection based on your low bid submitted March 25, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Charge

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND 5, OREGON

FI-248(11)

April 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of this date, we hereby concur in award of contract on Oregon Federal Aid Project No. FI-248(11), rock toe and rock slope protection of the Troutdale - Wahkeena Creek Section, to the low bidders, J. N. and M. J. Conley.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

April 22, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Portland, Oregon

Dear Sir:

We are ready to award the contract for the Troutdale - Wahkeena Creek Section of the Columbia River Highway, Federal Aid Project No. FI-248(11) to the low bidders J. N. and M. J. Conley of Portland at their low bid of $389,770.00. Bids on this project were opened at the Highway Commission Meeting on March 25, 1947 and were referred to me for award. May we have your concurrence in this award.

Very truly yours,

R. H. BALDOCK
State Highway Engineer.

FGI-248(12) Const. Concrete Br. over 1947
O.W.R. & N. Co. Tracks at
#2896 Bridal Veil, Columbia R. Hwy.

RECEIVED
DEC 13 1949
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FGI-248(12)
Bridal Veil Overcrossing
Columbia River Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews

F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
STATE HIGHWAY COMMISSION

Jeon

November 10, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modified agreement signed by the Highway Commission for the Bridal Veil Overcrossing, Project No. FGI-248 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:gs

Encl.

Oregon Federal Aid Railway-Highway Project No. FGI-248(12) WASpr 7316

MODIFICATION OF PROJECT AGREEMENT

Whereas, by that certain project agreement signed on September 4, 1949, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Railway-Highway Project No. FGI-248(12); and

Whereas, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $246,471.00 to $343,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above described and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred forty-three thousand and 00/100 dollars ($343,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred forty-three thousand and 00/100 dollars, ($343,000.00), which does not exceed the authorized Federal pro

rata share of three hundred forty-nine thousand one hundred forty and 00/100 dollars ($349,140.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on November 8, 1949.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

Attest
SECRETARY

RECOMMENDED FOR
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Acting Division Engineer
U.S. Bureau of Public Roads

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FGI-248(12)
Bridal Veil Overcrossing
Columbia River Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
NOV
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 1949
FOR FILING

October 12, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the Bridal Veil Overcrossing, Project No. FGI-248 (12).

It is requested the present setup of Federal funds of $246.471.00 be increased to $343,000.00, which amount is more representative of the permissible Federal share of the total cost of the project.

One copy of form PR-9 covering this request is enclosed herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FGI-248 (12)

BRIDAL VEIL OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 4, 1949

Overcrossing Structure (Sta. 9+66.7 to 15+03.8)

All Required		Shoring, Cribbing, Etc. (80%)		$ 1,600.00
680	cu. yds.	Structural Excavation	$ 5.00	3,400.00
30	cu. yds.	Structural Excavation Below Elevation Shown	7.00	210.00
2,900	cu. yds.	Class "A" Concrete	70.80	205,320.00
500,000	lbs.	Metal Reinforcement	0.09	45,000.00
1,500	lin. ft.	Metal Handrail	10.00	15,000.00
9,700	lbs.	Miscellaneous Metal	0.50	4,850.00
			Subtotal	$275,380.00
			10% Engr. & Cont.	27,538.00
			Total	$302,918.00

Retaining Walls (Sta. 7+16.7 to 9+66.7)

All Required		Shoring, Cribbing, Etc. (20%)		$ 400.00
170	cu. yds.	Structural Excavation	$ 5.00	850.00
10	cu. yds.	Structural Excavation Below Elevation Shown	7.00	70.00
400	cu. yds.	Class "A" Concrete	70.80	28,320.00
82,000	lbs.	Metal Reinforcement	0.09	7,380.00
500	lin. ft.	Metal Handrail	10.00	5,000.00
			Subtotal	$ 42,020.00
			10% Engr. & Cont.	4,202.00
			Total	$ 46,222.00

Length of Overcrossing Structure	0.102 mile
Length of Retaining Wall	0.047 mile
Total Length	0.149 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Grade Crossing Funds	State Funds
Structures	$302,918.00	$297,591.00	$ 5,327.00
Retaining Walls	46,222.00	45,409.00	813.00
	$349,140.00	$343,000.00	$ 6,140.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 5, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	67	FI-248 (12)	Bridal Veil	Survey-Plans					Overhead Grade Separation Union Pacific Railroad
				Right-of-Way					
				Construction	349,140	246.471	102,669		
				Total	349.140	246,471	102,669	0.00	
Requested Revision	67	FI-248 (12)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	349,140	343,000	6,140		
				Total	349,140	343,000	6,140	0.00	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: **Increase Federal Aid funds to reflect more nearly the permissible Federal share**

Recommended for approval ____________ District Engineer ________ (date)

Recommended: ____________ Division Engineer ________ (date)

Approved: ____________ Acting Commissioner ________ (date)

P-3868

RECEIVED
MAY 10 1949
FOR FILING
FGI-248(12)

File

May 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In accordance with Mr. Paxson's telephoned request of last week we return herewith one fully approved copy of the supplemental agreement with the Guy F. Atkinson Co., covering revisions in wall foundation designs on Oregon Project FGI-248(12), Bridal Veil Overcrossing.

We regret our delay in the return of this document.

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

By:

C. G. Polk
Sr. Highway Engineer

Original referred to Mr. Paxson by WCW.

RECEIVED
FEB 10 1949
FOR FILING

1HF-248 (12)

2896

February 9, 1949

Fidelity and Deposit Co. of Maryland
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2896, covering the Bridal Veil Overcrossing on the Columbia River Highway in Multnomah County, has been completed by the contractor. Guy F. Atkinson Co., and that final payment in the amount of $13,061.79 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $333,280.19, of which amount $685.56 represents force account items. This contract was completed on July 23, 1948 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity and Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 10 1948
FOR FILING

7HT-84([illegible])

2896

November 9, 1948

Fidelity & Deposit Co.of Maryland
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Guy F. Atkinson Co., on contract No. 2896, covering the Bridal Veil Overcrossing on the Columbia River Highway in Multnomah County. This payment, in the amount of $6,113.84, will be made on or after November 19, 1948. The retained percentage is $9,903.66.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

EI

cc: Fidelity & Deposit Co.of Maryland
Clarence D. Porter, Manager
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

11-9-48

RECEIVED
JUL 19 1948
FOR FILING

FLH-248 (12)

2-28

July 13, 1948

Guy F. Atkinson Company
806 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 60 days, from May 31 to July 30, 1948, within which to complete your contract No. 2896, for the Bridal Veil Overcrossing on the Columbia River Highway in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ew

cc - A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48 gl

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JUN 8 1948
FOR FILING

Fq I 24P(2)

T2896

June 7, 1948

Request for Extunsion of Time
No. 1
June 28 and 29 meeting.

State Highway Commission

Gentlemen:

Re: Bridal Veil Overcrossing on Columbia
River Highway in Multnomah County

Herewith request for an extension of time to complete the work on the Bridal Veil Overcrossing on the Columbia River Highway in Multnomah County, Contract No. 2896, Guy F. Atkinson Company, contractor.

The specified completion date on this project was May 31, 1948. All work on the project except the painting of the steel handrail and surface finish of the concrete was completed last fall, well ahead of the completion date. The weather conditions at that time were such that a good job of painting and concrete surface finish could not be obtained, and we asked the contractor to delay this work until better weather this spring. He is now working on the job and should have his work completed prior to the requested time extension of July 30.

We are recommending that the extension be granted without penalty to the contractor. This recommendation has the concurrence of the Public Roads Administration, a copy of which is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP CW
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
MAY 28
FOR FILING

FgI-248(12)

May 20, 1948

files

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to Mr. Paxson's letter of May 17th requesting concurrence in time from May 31, 1948 to July 30, 1948 to the Guy F. Atkinson Company, contractor's on the Bridal Veil Overcrossing, Oregon FGI-248(12).

In view of the circumstances cited we will recommend for approval without penalty, the extension as requested.

Very truly yours,

T. M. DAVIS
District Engineer

Original to Paxson

FI-248(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

September 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project FGI-248(12)
Bridal Veil Overcrossing

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: Caufield
E. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
SEP 30 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

Form PR 2 (Revised 1946)

State Oregon WA8 pr 7316

Project No. FGS-[illegible](12)

Federal Aid
Railway-Highway
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of September, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a project statement, which was approved on the 4th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 30th day of April, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred forty-six thousand four hundred seventy-one and 00/100 dollars ($246,471.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 329, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Construction of a retaining wall approach and a bridge overpassing the Union Pacific Railroad with one lane overpassing the highway at survey station 106+16.51 in Lot 1, Section 22, T-1-N, R-1-E, W.M.

, length 0.060 miles, in Multnomah County, being Oregon Federal Aid/Railway-Highway project No. FGI-[illegible](12)~~, consisting of~~ ~~miles of roadway and~~ ~~bridges, each of more than 20 feet clear span,~~ ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

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SEP 26 1947
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred forty-six thousand four hundred seventy-one and 00/100 dollars ($246,471.00), which does not exceed the authorized Federal pro rata share of three hundred forty-nine thousand one hundred forty and 00/100 dollars ($349,140.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising

Chapter 329, Laws 1939

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

Attest

By
SECRETARY
(Title of officer)

By
Ass't State Hwy Engr.
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

By:
F. E. Andrews
Principal Highway Engineer
Acting Division Engineer

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

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SEP 23 1947
OREGON DISTRICT

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FOR FILING

FGI-148(12)

B-2716

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 19, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

I am submitting, herewith, report of an incident on the Bridal Veil Overcrossing job, involving equipment belonging to the Guy F. Atkinson Company and the Union Pacific Railroad.

This incident occurred about 2:25 P. M. on September 18th. The attached report was submitted by Marshall Dresser, Resident Engineer on the job, and I believe Mr. Dresser's report is complete and self-explanatory.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

NOTED
W. C. WILLIAMS

AGS:w
Encl.
cc - G. S. Paxson
H. G. Smith
Marshall Dresser

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 18, 1947
Bridal Veil, Oregon

SUBJECT: Train delay

COPY

To: Mr. A. G. Skelton,
Division Engineer,
Portland, Oregon

Dear Sir:

About 2:25 this afternoon the contractor was moving two 12" x 26" x 34' falsework timbers across the Union Pacific tracks at his grade crossing with a D-4 caterpillar tractor under proper railroad flagging as required by the Union Pacific Company. One end of the timbers was suspended from the tractor by means of a power winch line and the other was dragging on the ground.

During the time of the crossing the winch line failed, causing the timber to foul and stopped the tractor on the main line. This shorted the signal circuit causing a freight train which was approaching from the east and not yet in sight of the job to make an emergency stop. In doing so, a drawbar knuckle was broken. Repairs were made and the train passed through Bridal Veil about 3:35 pm, resulting in a delay of about one hour and ten minutes.

Both of my assistants and I were at the east end of the job site at the time and did not see the incident.

The above is as reported to me by Mr. Boyd, Supt. for the Guy F. Atkinson Co. and Mr. Dennis, Engineer Representative of the Union Pacific Company.

Very truly yours,

(Signed) Marshall Dresser
Resident Bridge Engineer

c/c G. S. Paxson

RECEIVED
SEP 8 1947
FOR FILING

FAI-248(12)

Salem, Oregon
September 4, 1947

Mr. G. S. Paxson:

We are handing you herewith two fully executed copies of the agreement between the Highway Commission and Guy F. Atkinson Company which covers changes in plans for the construction of a concrete viaduct over the O. W. R. & N. Co tracks at Bridal Veil, Contract No. 2896.

Mr. Glaisyer has retained the original copy of this agreement for the Commission files and has forwarded one executed copy to Guy F. Atkinson Company. A third copy has been sent to the Accounting Division for transmittal to the Secretary of State for his information.

W. C. Williams

JM:bb

FORM E-30 25M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 4, 1947
Salem, Oregon

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto are two (2) executed copies of an agreement between the State Highway Commission and Guy F. Atkinson Company, covering changes in plans for the construction of the concrete viaduct over the O.W. R. & N. Co. tracks at Bridal Veil, State Contract No. 2896.

I have retained the original of this agreement for the Commission's records and files, and have sent one fully executed copy to Guy F. Atkinson Company. A third executed copy has been handed to the Auditing Department for transmittal to the Secretary of State, inasmuch as it involves payments to the contractor and the Secretary of State must have an executed copy for his records. The two attached copies are for handling as you see fit.

Secretary

HBGw
Encls.

RECEIVED
SEP 4 1947
FOR FILING

FGI-248(12)

September 4, 1947

2896

Guy F. Atkinson Company
806 Cascade Building
Portland 7, Oregon

Gentlemen:

I hand you, herewith, a fully executed copy of the agreement between yourselves and the Oregon State Highway Commission, concerning alteration of the plans for the construction of the concrete bridge over the O.W. R. & N. Co. tracks at Bridal Veil, Contract No. 2896.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG/v

1 Encl.

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5 1947
FOR FILING
F&I - 248 (12)

257

W

September 4, 1947
Salem, Oregon

Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto are two (2) executed copies of an agreement between the State Highway Commission and Guy F. Atkinson Company, covering changes in plans for the construction of the concrete viaduct over the O.W. R. & N. Co. tracks at Bridal Veil, State Contract No. 2896.

I have retained the original of this agreement for the Commission's records and files, and have sent one fully executed copy to Guy F. Atkinson Company. A third executed copy has been handed to the Auditing Department for transmittal to the Secretary of State, inasmuch as it involves payments to the contractor and the Secretary of State must have an executed copy for his records. The two attached copies are for handling as you see fit.

Secretary

HGw
Encls.

[illegible] #1038

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 18, 1947

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Herewith copies of the supplemental agreement covering foundation changes at the Bridal Veil Overcrossing. The total additional cost covered by this foundation change is estimated at $30,059.30. By the redesign of the retaining walls, a saving in quantities amounting to $8,070 was effected. This leaves a total additional cost of $21,989.30.

The Project Set Up is for $356,070. The contract amount is $317,400, with an additional estimated railroad expenditure of $6,300, making a total estimated expenditure of $323,700. This leaves an engineering and contingency of $32,370. After subtracting the net cost of this foundation change, the contingency amount remaining is $10,380.70.

Very truly yours,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached

[illegible]

[illegible] MA

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SEP 4 1947
FOR FILING

FGI-248(12)

#2896

September 4, 1947
Salem, Oregon

Mr. Malcolm E. [illegible]
Accounting Department

Attention: Mr. Carl Smith

Attached hereto, for the Secretary of State, is an executed copy of an agreement between the State Highway Commission and Guy F. Atkinson Company, contractor for the construction of the concrete bridge over the O.W. R. & N. Co. tracks at Bridal Veil, Contract No. 2896.

This agreement revises the original contract with certain respects, and involves payments to the contractor.

Secretary

HBG/v

1 Encl.

Files

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SEP 2 1947
FOR FILING

[illegible]

August 29, 1947

Members of the State Highway Commission:

Attached for your approval are two copies of a project agreement with the P.R.A. for the Bridal Veil Overcrossing on the Columbia River Highway.

This project is on the Post War Program, first year.

The survey was approved by the Commission on June 22, 1939 and the contract awarded April 22, 1947 to Guy F. Atkinson.

Respectfully yours

Secretary

FAQ:gl
encl.

cc: Floyd Query

GUY F. ATKINSON COMPANY
CONTRACTORS AND ENGINEERS
SOUTH SAN FRANCISCO
SAN FRANCISCO LONG BEACH PORTLAND SEATT

PORTLAND DISTRICT OFFICE
806 CASCADE BLDG.
PORTLAND 4, OREGON

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AUG 21 1947
FOR FILING

COPY

NOTED
G.S. PAXSON

F31-24-[illegible]

#2896

August 5, 1947

cc: Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commissio
Salem, Oregon

cc: Mr. Marshall Dresser
Resident Bridge Engineer
Oregon State Highway Dept.
3032 S. W. 1st
Portland, Oregon

Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention: Mr. S. Murray

Gentlemen:

We have your letter of July 26, 1947, regarding the delay in the operation of two of your passenger trains, which occurred in the evening of July 25, 1947.

Investigation reveals that the following facts pertain to the delays referred to in your letter.

1. Our forces were engaged in excavating the footings for Bent No. 2, which is immediately adjacent to and South of your mainline track.
2. The work being done was extra "force account" work, and was being carried out under the specific direction of the Oregon State Highway Department Resident Engineer.
3. At 5 o'clock, the normal quitting time for our forces, the Resident Engineer directed that the work be continued, inasmuch as he did not want to have the excavation work left overnight in the condition which existed at quitting time.
4. Mr. Dennis, the Union Pacific Railroad Company inspector, was on the job at the time the decision to proceed with the work was made. Presumably Mr. Dennis concurred with the decision of the Resident Engineer; at least to our knowledge he made no protest regarding the decision.
5. Mr. Flynn, the Union Pacific Railroad Section Foreman, was also on the job, and had two of your flagmen working under his direction at the time.

RECEIVED
AUG 18 1947
OREGON
STATE HIGHWAY COMMISSION

6. Our truck-crane was stationed on the northerly side of your mainline track and, at intervals, the boom of this crane extended across the tracks. However, at all times the body and cab of the crane were outside the required clearance distance from your mainline track.

7. We understand that your Mr. Dennis ordered your Mr. Flynn to station one flagman about 1½ miles each way from the site of the work, and that the flagmen were ordered to signal all trains approaching the site. We have no knowledge regarding the signals that were given and were not consulted regarding the necessity for giving any signals. We were told by Mr. Dennis that he would direct your trains in accordance with orders he had received from his higher authority.

8. Two of your passenger trains were stopped by your signalmen as they approached the site of the work and then were ordered to proceed by personal instructions from either Mr. Flynn or Mr. Dennis.

In view of the fact that the decision to proceed with the night work was made by the representative of the Oregon State Highway Department, presumably in concurrence with your Mr. Dennis, we believe that we should not be held responsible for the fact that the work was proceeding at night without prior notice to you. However, we wish to emphasize that we have no criticism of the decision that was made, inasmuch as by proceeding with the shoring and cribbing of the excavation work, any remote possibility of caving under your tracks was obviated.

As mentioned above, the character of the material found when excavating for the bent footing was materially different from that which was anticipated either by us or by the State Highway engineers. It was because the excavation had to be carried below elevations shown on the plans that the Resident Engineer was actively directing the work in detail. We can not guarantee that such a condition will not arise again; however, we are planning our work on the remaining two footings, the only ones which are in a similar position, so that there is practically no likelihood that there will be a recurrence of the necessity for night work.

We regret very much that your trains were delayed and we will do everything in our power to insure that it does not happen again.

Yours very truly,

GUY F. ATKINSON COMPANY

William E. Hoy
District Manager

RECEIVED
AUG 18 1947
OREGON
STATE HIGHWAY COMMISSION

COPY

UNION PACIFIC RAILROAD COMPANY

S. Murray
Resident Engineer

851 Pittock Block
Portland, Oregon

July 26, 1947

Guy F. Atkinson Company
Cascade Building
Portland, Oregon

(cc - Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Mr. L. A. Collins - Bldg.
Mr. P. T. McCarthy - Albina
Mr. L. W. Althof - Albina)

Gentlemen:

I am advised that on Friday, July 25th, your forces at Bridal Veil worked until 11:15 P.M., and that in connection with their operations two of our first class trains were seriously delayed.

You must realize that we cannot attempt to operate a railroad under these conditions. Please give me your assurance that you will issue very positive instructions to your forces so that there will be no repetition of this occurrence.

Yours truly,

(Signed)

S. MURRAY

RECEIVED
AUG 18 1947
OREGON
STATE HIGHWAY COMMISSION

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JUL 3 1947
FOR FILING

[illegible]

file

COPY

UNION PACIFIC RAILROAD COMPANY

June 30, 1947

91

Guy F. Atkinson Company,
Cascade Building,
Portland 4, Oregon

(CC - Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission,
Salem, Oregon.

Mr. A. Robinson - Bldg.
Mr. P. T. McCarthy - Albina)

Gentlemen:

Confirming my conversation with Mr. Hoy today.

After all our effort to put wires in conduit and to cooperate with you in connection with your underpass job at Bridal Veil, I have just received report which I have communicated to Mr. Hoy, that one of your caterpillar men ran across the box conduit and destroyed the box. Fortunately the cable was not cut. The point at which this blunder occurred is stated to be well beyond the overcrossing and out of the area where it was necessary for you to be working.

We have covered up the box wherever it appeared that there would be any danger of interference with this cable, and I feel that it will be necessary to do additional work of covering up this box, at your expense.

In this connection, had the cable itself been damaged it would have cut off all Western Union and Railroad communications to Portland and I think it would have cost you plenty.

I think there must be a lack of proper supervision on this job.

Yours truly,

S. MURRAY

ORIGINAL COPY OF LETTER SENT TO PAXSON July 2, 1947.

RECEIVED
JUL 3 1947
FOR FILING

FGI-24[illegible]

#3[illegible]

file

COPY

UNION PACIFIC RAILROAD COMPANY

June 30, 1947

91

Guy F. Atkinson Company,
Cascade Building,
Portland 4, Oregon.

(CC - Mr. R. H. Baldock
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Mr. L. A. Collins - Bldg.
Mr. P. T. McCarthy - Albina
Mr. L. W. Althof - Albina)

Gentlemen:

Our Division Engineer, Mr. L. W. Althof, advises that on the afternoon of June 26, 1947 while passing Bridal Veil, he found employes of your company were sliding heavy planks down the south embankment, which planks came to rest against the ends of the main track ties, and that the material was thereafter carried across the track, apparently without any arrangements having been made for flag protection. As you must know, this is a very hazardous proceeding and is in direct violation of our agreement with the State of Oregon covering the construction of the grade separation at this point, and also of the contract with your company covering your operations outside of the grade separation area.

Will you please give me your assurance that you will not permit any similar procedure in the future.

Yours truly,

S. MURRAY.

ORIGINAL COPY OF LETTER SENT TO PAXSON, July 2, 1947.

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FG1-248(12)

#2896

COPY

UNION PACIFIC RAILROAD COMPANY
Operating Department

Portland - June 5, 1947

91

Mr. P. T. McCarthy - Albina

(CC - Oregon State Highway Commission,
Salem, Oregon

Guy F. Atkinson Company,
806 Cascade Building,
Portland, Oregon.

Mr. L. A. Collins - Bldg.)

Pursuant to conversation with Mr. Althof today, preliminaries are being worked out with representatives of Guy F. Atkinson Company covering the construction of the overhead crossing at Bridal Veil.

They desire in advance of contract to construct and use a small office building and a saw shed about 50 feet from the track and just east of the overcrossing. This will be your authority to permit them to do so, pursuant to instructions from General Manager, pending execution of documents.

S. MURRAY

NOTE: ORIGINAL REFERRED TO PAXSON JUNE 7, 1947.

RECEIVED
JUN 13 1947
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FGI-242-12

June 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the Bridal Veil Overcrossing, Project No. FGI-242 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FGI-248 (12)

BRIDAL VEIL OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1947

Overcrossing Structure (Sta. 9+66.7 to 15+07.8)

All Required		Shoring, Cribbing, Etc. (80%)		$ 1,600.00
680	cu. yds.	Structural Excavation	$ 5.00	3,400.00
30	cu. yds.	Structural Excavation Below Elevation Shown	7.00	210.00
2,900	cu. yds.	Class "A" Concrete	70.80	205,320.00
500,000	lbs.	Metal Reinforcement	0.09	45,000.00
1,500	lin. ft.	Metal Handrail	10.00	15,000.00
9,700	lbs.	Miscellaneous Metal	0.50	4,850.00
			Subtotal	$275,380.00
			10% Engr. & Cont.	27,538.00
			Total	$302,918.00

Retaining Walls (Sta. 7+16.7 to 9+66.7)

All Required		Shoring, Cribbing, Etc. (20%)		$ 400.00
170	cu. yds.	Structural Excavation	$ 5.00	850.00
10	cu. yds.	Structural Excavation Below Elevation Shown	7.00	70.00
400	cu. yds.	Class "A" Concrete	70.80	28,320.00
82,000	lbs.	Metal Reinforcement	0.09	7,380.00
500	lin. ft.	Metal Handrail	10.00	5,000.00
			Subtotal	$ 42,020.00
			10% Engr. & Cont.	4,202.00
			Total	$ 46,222.00

Length of Overcrossing Structure	0.102 mile
Length of Retaining Wall	0.047 mile
Total Length	0.149 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Grade Crossing Funds	State Funds
Structure	$302,918.00	$213,841.00	$ 89,077.00
Retaining Walls	46,222.00	32,630.00	13,592.00
	$349,140.00	$246,471.00	$102,669.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND [illegible], OREGON

March 3, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We find we are short one print each of drawings number 8662 and 8664 on Oregon Project F-186(12) and would appreciate having you send us the two plans.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAR 5 1947
OREGON
STATE HIGHWAY COMMISSION

March 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We find we are short one print each of drawings number 8662 and 8664 on Oregon Project Fa186(12) and would appreciate having you send us the two plans.

Very truly yours,

T. H. DAVIS
District Engineer.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FGI-248 (12)

BRIDAL VEIL OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 21, 1947

Overcrossing Structure (Sta. 9+66.7 to 15+03.8)

All Required		Shoring, Cribbing, Etc. (80%)		$ 5,360.00
680	cu. yds.	Structural Excavation	$ 5.00	3,400.00
30	cu. yds.	Structural Excavation Below Elevation Shown	10.00	300.00
2,900	cu. yds.	Class "A" Concrete	60.00	174,000.00
500,000	lbs.	Metal Reinforcement	.11	55,000.00
1,500	lin. ft.	Metal Handrail	10.00	15,000.00
9,700	lbs.	Miscellaneous Metal	1.00	9,700.00
			Subtotal	$262,760.00
			10% Engr. & Cont.	26,276.00
			Total	$289,036.00

Retaining Walls (Sta. 7+16.7 to 9+66.7)

All Required		Shoring, Cribbing, Etc. (20%)		$ 1,340.00
170	cu. yds.	Structural Excavation	$ 5.00	850.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
82,000	lbs.	Metal Reinforcement	.11	9,020.00
500	lin. ft.	Metal Handrail	10.00	5,000.00
			Subtotal	$ 40,310.00
			10% Engr. & Cont.	4,031.00
			Total	$ 44,341.00

Length of Overcrossing Structure	0.102 mile
Length of Retaining Wall	0.047 mile
Total Length	0.149 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Grade Crossing Funds	State Funds
Structure	$289,036.00	$213,862.00	$ 75,174.00
Retaining Walls	44,341.00	32,809.00	11,532.00
	$333,377.00	$246,671.00	$ 86,706.00

March 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, four copies of agreement with the Union Pacific Company covering construction of the Bridal Veil Overcrossing, Project No. FGI-[illegible] (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

April 25, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Bridal Veil Overcrossing, Project No. FGI-248 (12).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

BRIDAL VEIL OVERCROSSING

PROJECT NO. FGI-248 (12)

All necessary rights of way have been acquired for this project, except the properties described in the proposed agreement between the railroad company and the Highway Commission covering construction of the overcrossing structure. It is believed the agreement will be fully executed within 18 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 25, 1946

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FGX-248 (12)

BRIDAL VEIL OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 25, 1946

Overcrossing Structure (Sta. 9+66.7 to 15+03.8)

All Required		Shoring, Cribbing, Etc. (80%)		$ 3,760.00
680	cu. yds.	Structural Excavation	$ 4.00	2,720.00
30	cu. yds.	Structural Excavation Below Elevation Shown	7.50	225.00
2,900	cu. yds.	Class "A" Concrete	45.50	131,950.00
500,000	lbs.	Metal Reinforcement	0.07	35,000.00
1,500	lin. ft.	Metal Handrail	8.75	13,125.00
9,700	lbs.	Miscellaneous Metal	0.75	7,275.00
			Subtotal	$194,055.00
			10% Engr. & Cont.	19,405.50
			Total	$213,460.50

Retaining Walls (Sta. 7+16.7 to 9+66.7)

All Required		Shoring, Cribbing, Etc. (20%)		$ 940.00
170	cu. yds.	Structural Excavation	$ 4.00	680.00
10	cu. yds.	Structural Excavation Below Elevation Shown	7.50	75.00
400	cu. yds.	Class "A" Concrete	45.50	18,200.00
82,000	lbs.	Metal Reinforcement	0.07	5,740.00
500	lin. ft.	Metal Handrail	8.75	4,375.00
			Subtotal	$ 30,010.00
			10% Engr. & Cont.	3,001.00
			Total	$ 33,011.00

Length of Overcrossing Structure	0.102 mile
Length of Retaining Wall	0.047 mile
Total Length	0.149 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Grade Crossing Funds	State Funds
Structure	$213,460.50	$116,919.00	$ 99,541.50
Retaining Walls	33,011.00	18,081.00	14,930.00
	$246,471.50	$135,000.00	$111,471.50

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FGI-248 (12)

May 29, 1947

Guy F. Atkinson Company
806 Cascade Bldg.
Portland
Oregon

Gentlemen:

We enclose, herewith, a fully executed copy of contract No. 2896 which was awarded to you on April 22, 1947 by the State Highway Commission, covering the Bridal Veil Overcrossing on the Columbia River Highway in Multnomah County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FG 248-12

May 8, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of May 6, 1946, concerning the 1940 unit price of $24.50 for Class "A" Concrete used in the estimate of cost for the Bridal Veil Overcrossing, Project No. FG-248 (12), based on 1940 unit costs.

Please be advised this unit price was the low bid price for Class "A" Concrete on the Gooserock Bridge, Project No. FAP 6 (3) on which project the concrete aggregates were produced at the site. This particular structure was chosen for the reason that it is more nearly comparable to the type of structure in the present project than any other project constructed in 1940, when consideration is given to form work required and other construction difficulties.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

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FGI-248(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

April 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today, concurrence is hereby given in award of contract to Guy F. Atkinson Company, of Portland, the low bidder on Oregon Federal Aid Project FGI-248(12), the Bridal Veil Overcrossing.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

April 22, 1947.

Mr. T. M. Davis
District Engineer
Public Roads Administration
Portland, Oregon

Dear Sir:

We are ready to award the contract for the Overcrossing of the O.W. R.R. & N. Co. tracks at Bridal Veil on the Columbia River Highway, Federal Aid Project FGI-248(12), to Guy F. Atkinson Co. of Portland at their low bid of $317,400. Bids for this project were opened at the Highway Commission Meeting on March 25, 1947 and were referred to me for award. May we have your concurrence in this award.

Very truly yours,

R. H. BALDOCK
State Highway Engineer.

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EGT-24P-12

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April 22, 1947

Guy F. Atkinson Co.
1015 Porter Building
Portland 5, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of a concrete bridge over the O.W. R.R. & N. Co. tracks at Bridal Veil on the Columbia River Highway, in Multnomah County. This award was based on your low bid of $317,400 submitted on March 25, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Enc.

cc - Mr. S. H. Probert
Mr. G. S. Paxson
Goldie Lewis

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 22, 1947
3:00 p.m.

Guy F. Atkinson Co.
1015 Porter Building
Portland 5, Oregon

State Highway Commission awarded you today contract for Bridal Veil Overcrossing on Columbia River Highway, Multnomah County, based on your low bid submitted March 25, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

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FOR FILING
F31-248 (12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S. & E. documents for Oregon Project No. FGI-248(12), Bridal Veil Overcrossing on the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

The length shown on the estimate has been changed to 0.000 mile. As the revised program has not been approved, the amount of Federal funds shown on the estimate has been reduced to $135,000.

Very truly yours,

T. M. DAVIS
District Engineer.

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

FST 642-12

April [illegible], 1947

Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Attention of Mr. T. H. Davis

Gentlemen:

Subject: Bridal Veil Overcrossing
FAS 642 (12)

Attached hereto are cost analysis data for the above-named project.

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]
cc G. S. Paxson

PRICE ANALYSIS

BRIDAL VEIL GRADE SEPARATION

Project No. FAGM-248 (12)

Comparison of Total Bid with Total Estimate Based on 1940 Unit Prices

Total amount of bid	$ 317,400.00
Total amount of estimate, 1940 Unit Prices	148,395.00
Difference ($)	169,005.00
Difference (%)	+ 114

Price Comparison for All Items

Item		Estimated 1940 Unit Prices	Low Bid 1947	Difference % 1947 over 1940
Clearing, Grubbing, Etc.	lump	$ 2,500.00	$ 2,000.00	- 20
Str. Excavation	cu. yd.	2.50	5.00	+100
Str. Excavation Below Elev.	cu. yd.	5.00	7.00	+ 40
Class A Concrete	cu. yd.	28.70	70.80	+147
Metal Reinforcement	lb.	0.055	0.09	+ 63
Metal Handrail	lin. ft.	6.00	10.00	+ 67
Miscellaneous Metal	lb.	0.50	0.50	-0-

The wide range of differences in the above tabulations indicates that the bid is somewhat unbalanced. This is borne out by the contractor's statement that the entire amount of overhead cost and the profit item for the entire job were all added to the single item of Class A Concrete. In view of this fact, our substantiation of the 1947 price will be made on total contract price using balanced bid item prices rather than on the prices for the individual items. Data to substantiate 1947 prices is as follows:

Labor

(a) 1940 - from 1940 pay rolls

Class	% Pay Roll	Range of Rate	Average Rate
Supervisory	16	$1.20 to $300 Mo.	$1.21 hour
Skilled	36	1.20 to 1.87½	1.22 hour
Intermediate	22	0.75 to 1.25	0.78 hour
Common	26	0.60 to 0.75	0.62 hour

(b) 1947 - Anticipated rates and 1946 pay roll percentages

Class	% Pay Roll	Range of Rate	Average Rate
Supervisory	25	$1.95 to $4.50 Hr.	$2.25 hour
Skilled (All Classes)	61	1.75 to 1.95	1.85 hour
Intermediate	5	1.60	1.60 hour
Common	9	1.35	1.35 hour

(c) Percent job increase for 1947

Class	1940	1947
Supervisory	16% at 1.21 = 0.1936	25% at 2.25 = 0.5625
Skilled	36% at 1.22 = 0.4392	61% at 1.85 = 1.1285
Intermediate	22% at 0.78 = 0.1716	5% at 1.60 = 0.0800
Common	26% at 0.62 = 0.1612	9% at 1.35 = 0.1215
	0.9656	1.8925

Percent increase = $\frac{1.8925}{0.9656}$ = 196% or 96% over 1940

Material

Item		1940 Cost	1947 Cost	% Increase
Cement	bbl.	$ 1.90	$ 3.35	76
Gravel	cu. yd.	0.75	1.25	67
Sand	cu. yd.	0.75	1.25	67
Metal Reinforcement	lb.	0.04	0.065	62
Lumber	M-FBM	20.00	60.00	300
Hardware	cwt	4.00	12.00	200
Steel Rail	lin. ft.	4.20	5.50	31
Miscellaneous Metal	lb.	0.30	0.60	100
Equipment Rental	Assumed			100
Miscellaneous	Assumed (Office, overhead, etc.)			100

Job Cost Breakdown

Shoring, Cribbing, Etc.

Labor	60%	
Material	35%	(95% lumber, 5% hardware)
Miscellaneous	5%	

Excavation

Labor	82%	
Material	7%	(Additional lumber)
Equipment	9%	
Miscellaneous	2%	

Concrete

Cement	24%	
Gravel	10%	
Sand	4%	
Lumber	10%	
Hardware	1%	
Labor	18%	(Forms and Placement)
Labor	9%	(Mix and place)
Labor	4%	(Finish)
Equipment	9%	
Miscellaneous	11%	

Metal Reinforcement

Labor	21%
Material	77%
Miscellaneous	2%

Handrail

Labor	47%
Cement	2%
Sand	1%
Gravel	1%
Metal Reinforcement	1%
Steel Rail	29%
Forms (Material)	9%
Miscellaneous	10%

Miscellaneous Metal

Labor	20%
Material	75%
Miscellaneous	5%

Comparable 1947 unit prices are calculated from the above data and the 1940 estimated unit prices as follows

Sheeting, Cribbing, Etc.

Labor		60% of $2,500 + 96% Increase =	$ 3,030.00
Material		35% of 2,500 = $875	
	Lumber	95% of $875 + 300% Increase =	3,325.00
	Hardware	5% of 875 + 200% Increase =	131.25
Miscellaneous		5% of $2,500 + 100 Increase =	250.00
		Comparable Bid Price	$ 6,736.25

Excavation

Labor	88% of $2.50 + 96% Increase =	4.90
Material	7% of 2.50 + 300% Increase =	0.70
Miscellaneous	5% of 2.50 + 100% Increase =	0.25
	Comparable Bid Price	5.85

Excavation Below Elevations Shown		
Contingent item, use contractor's bid price		7.00
Class A Concrete		
Labor	31% of $28.70 + 96% Increase =	17.43
Material		
Cement	26% of $28.70 + 76% Increase =	5.87
Sand	6% of 28.70 + 67% Increase =	2.87
Gravel	10% of 28.70 + 67% Increase =	4.79
Lumber	10% of 28.70 + 300% Increase =	11.48
Hardware	1% of 28.70 + 200% Increase =	0.87
Equipment	5% of 28.70 + 100% Increase =	0.97
Miscellaneous	11% of 28.70 + 100% Increase =	6.31

Additional cost due to high ratio of square footage of forms required per cubic yard of concrete. Square feet of forms required on conventional girder construction is approximately 35 square feet per cubic yard. Form requirements for box girder is approximately 55 square feet per cubic yard. Additional chargeable to extra forms is 55 square feet - 35 square feet = 20 square feet x $0.75 estimated cost per square foot, or 15.00

Note - Job used for 1940 basis was conventional girder construction and was not adjusted to reflect additional cost of form work required for box girder construction.

Comparable Bid Price 64.99 or 65.00

Metal Reinforcement

Labor	21% of 0.055 + 96% Increase =	0.02
Material	77% of 0.055 + 62% Increase =	0.07
Miscellaneous	2% of 0.055 + 100% Increase =	
	Comparable Bid Price	0.09

Metal Handrail

Labor	47% of $6.00 + 96% Increase =	5.53
Cement	2% of 6.00 + 76% Increase =	0.21
Sand	1% of 6.00 + 67% Increase =	0.10
Gravel	1% of 6.00 + 67% Increase =	0.10
Metal Reinf.	1% of 6.00 + 62% Increase =	0.10
Steel Rail	29% of 6.00 + 31% Increase =	2.28
Form Material	9% of 6.00 + 300% Increase =	2.16
Miscellaneous	10% of 6.00 + 100% Increase =	1.20
	Comparable Bid Price	11.68

Miscellaneous Metal

Labor	20% of 0.50 + 96% Increase =	0.20
Material	75% of 0.50 + 100% Increase =	0.75
Miscellaneous	5% of 0.50 + 100% Increase =	0.05
	Comparable Bid Price	1.00

Estimate of cost of structure based on 1947 comparable bid prices

	All Required	Shoring, Cribbing, Etc.	at		$ 6,736.00
850	cu. yd.	Structural Excavation	at	5.85	4,972.50
40	cu. yd.	Str. Excav. Below	at	7.00	280.00
3,300	cu. yd.	Class A Concrete	at	65.00	214,500.00
582,000	lb.	Metal Reinforcement	at	0.09	52,380.00
2,000	lin. ft.	Metal Rail	at	11.70	23,400.00
9,700	lb.	Miscellaneous Metal	at	1.00	9,700.00
	Job cost based on comparable bid prices				$311,968.50
	Contractor's bid price				317,400.00
		Difference ($)	+		5,431.50
		Difference (%)	+		2%

It is noted from the above that the bid prices for all items, except concrete, are equal to, or lower than, the comparable bid prices, and that the total bid prices for the job exceeds the comparable total job price by 2%, and the estimated job cost by 4%. When consideration is given to the fact that the concrete item as bid bears the entire job profit and overhead, then the price appears reasonable.

RECEIVED
MAR 13 1947
FOR FILING

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COPY

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
District One

Post Office Building
Portland 8, Oregon

March 11, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the railroad agreement for Oregon Project FGI-248(12), Bridal Veil Overcrossing. While the agreement was executed prior to issuance of General Administrative Memorandum No. 299, the State and railroad may, if they desire, proceed under the terms of that memorandum. If reimbursement is claimed on that basis it should be noted that cost of paid insurance must be specifically approved in accordance with Sec. VIII H of General Administrative Memorandum No. 299, if claim is to be made therefor unless it has been the policy of the railroad to carry insurance regularly with an insurance company.

Very truly yours,

T. M. DAVIS
District Engineer

NOTE: ORIGINAL REFERRED TO PAXSON MARCH 14, 1947

Copy sent to [illegible]

RECEIVED
MAR 4 1947
FOR FILING

FGI-248-12

March 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, four copies of agreement with the Union Pacific Company covering construction of the Bridal Veil Overcrossing, Project No. FGI-248 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWS:EM

RECEIVED
FEB 7 1947
FOR FILING

FGI 248 (12)

xxxxxxxxxx
Division 8

February 5, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

For your information we are advised by our Washington office that they concur in our recommendation that no benefits accrue to the Union Pacific Railroad Company by reason of the construction of Oregon FGI-248(12), Bridal Veil overcrossing, since no crossing at grade is eliminated.

Very truly yours,

T. M. DAVIS
District Engineer

REFERRED TO
Mr. Paxson
[illegible] Chief Engineer

FEB 6 1947

original sent to Project

RECEIVED
JAN 2 1947
FOR FILING

F I 248 12

December 27, 1946

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Bridal Veil Overcrossing
FGI 248 (12)

Reference is made to your letter of December 17 concerning the agreement between the State and the Union Pacific Railroad Company, dated April 5, 1946, covering the construction of the Bridal Veil Overcrossing.

That section of the Columbia River Highway between Troutdale and Warrendale, in Multnomah County, follows closely the line of the Union Pacific Company and encroaches on the railroad right of way at 15 different points. On December 29, 1938, an agreement between the State and the Union Pacific Railroad was entered into whereby the railroad company granted the State easements on their property for the construction of the highway at these points of encroachment. This agreement contained the following provision:

> "Section 6. The said Highway shall be relocated and reconstructed and thereafter maintained by the State, all without cost whatsoever to the Railroad Companies, in the locations and at the elevations indicated by the aforesaid maps, including any and all grade separation structures and other facilities and appurtenances contemplated by said maps; also including connecting road and grade separation structure therefor at Bridal Veil."

The provision in section 8 on page 10 of the agreement dated April 5, 1946 and quoted in your letter of December 17, is to carry out the provisions of this former agreement and is in no way intended as a circumvention of the current federal law. We see no reason why the inclusion of this paragraph is objectionable, as it simply provides for an action to which the State is committed by a prior agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

xxxxxxxxxxxx
Division 8

December 17, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 19, 1946 submitting copies of the agreement between the State and the Union Pacific Railroad Company, covering the Bridal Veil Overcrossing, Oregon Project FGI-24E(12).

This agreement has been reviewed and the following comments are made.

Section 8, on page 10 of the agreement reads as follows:

"The State recognizes that the construction and maintenance of said overhead viaduct at Bridal Veil is beneficial to the public and to the State, but that the Railroad Companies derive no benefit therefrom and should not be required to bear any part of the cost or expense thereof. If it shall be determined by the United States Government or any one acting under its authority that any part of said expense should be borne by the Railroad Companies, the State agrees to assume such expense and save the Railroad Companies harmless therefrom."

The matter of assessing benefits against the railroad company in the case of a grade crossing project is imposed by law and attaches to the funds provided by Congress for use on grade crossing projects. This statute also authorized payment of 100 percent of the cost with Federal funds but does not require Federal payment of 100 percent of the cost. It anticipates that in some instances the States will pay part of the cost. Where a State participates in the cost of such a project, the State's participation should serve to reduce the amount to be paid by the Government and not to circumvent the law as passed by Congress for the collection of benefits against the railroad up to 10 percent of the cost should any such benefits accrue to the railroad. The above-quoted provision in the agreement between the State and the railroads concerned respecting the above-mentioned grade crossing project therefore should be eliminated. Regardless of the wisdom of the provision of the law respecting the assessments of benefits against the railroads, it nevertheless is a part of the law affecting railroad grade crossing projects and as long as Congress keeps this statute in force we cannot afford to ignore it or join in its circumvention."

The above indicates the inclusion of a clause in the State-Railroad agreement relieving the railroad of possible assessment of benefits, is in circumvention of the law and cannot be approved in any agreement by Public Roads.

Very truly yours,

T. M. DAVIS
District Engineer

[illegible]

~~MONTANA~~
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
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FOR FILING

II-248(12)

NOTED
State Highway Engineer

May 6, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of May 3rd enclosing copies of estimates based on 1940 unit costs for five of the projects for which bids will be opened May 15th and 16th.

In reviewing these estimates, the following comments are made.

FGI-248(12), Bridal Veil Overcrossing, the explanation of the 1940 unit costs for major items lists the 1940 unit price for work awarded for concrete as $28.70 per cubic yard, which includes $4.20 for additional haul to the project under consideration. From our records we are unable to check the unit bid price of $24.50 and would appreciate further information to support this estimate, such as reference to specific projects from which prices were secured, etc.

Also for project U-161(12), the explanation of the major items used in the 1940 estimate shows 3" - 0" as $1.00 per cubic yard, while the estimate itself was $1.50.

Will you please furnish the above information at your early convenience.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAY 7 1946
OREGON
STATE HIGHWAY COMMISSION

Copies sent to Probst

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MAY 9 1946
FOR FILING

May 3, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of estimate based on 1940 unit costs for each of the following projects:

Mazama Junction-Lobert, Bridges	Project No. F-320 (2)
Bridal Veil Overcrossing	Project No. FG-248 (12)
South Unit, Enterprise-Forest Boundary Section	Project No. S-74 (1)
Judkins Point-Springfield Junction Section	Project No. U-161 (12)
Reese Creek-Antelope Creek, Bridges	Project No. S-47 (4)

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS
Encl.

RECEIVED
FOR FILING

FAI 248-12

April 19, 1946

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Bridal Veil Overcrossing of
the Union Pacific Railroad
FAI 248 (12)

In accordance with paragraph (a), section 1.15 of the regulations for carrying into effect the provisions of the Federal Aid Highway Act of 1944, dated April 21, 1945, the following data in support of the estimate of total benefits to the Union Pacific Railroad Company are submitted. Also submitted herewith are copies of an agreement between the State and the Union Pacific Railroad Company covering the project. This agreement was prepared by the railroad company, has been signed by the Oregon State Highway Commission, and is now in the hands of the railroad company for completion.

The postwar construction program includes the reconstruction of the Columbia River Highway (U. S. 30) from a point west of Troutdale easterly to a connection with the existing highway near Dodson. This new section is entirely on a new alignment lying between the railroad and the Columbia River. It is anticipated that practically all commercial and business travel will be diverted from the existing highway in this section. The existing highway will be maintained as a scenic route and as a service road for local needs. Attached hereto is a map showing the existing highway in yellow, the railroad in green, and the proposed new construction in red.

All travel between Troutdale and Dodson now uses the existing Columbia River Highway without any crossing of the railroad. The new alignment will undercross the railroad at its crossing of the Sundial Road west of Troutdale, and will cross back over the railroad near Dodson. An overcrossing of the railroad in Troutdale will provide a connection for that town. These three crossings are scheduled for future construction and are not included in this submission.

About midway in the project it is proposed to construct the Bridal Veil Overcrossing (shown in orange) for which plans, specifications and estimates are now submitted. This overcrossing provides access to the village of Bridal Veil and also is a part of a connection between the new and the existing highway. Bridal Veil is now served by a spur road from the existing highway which does not cross the railroad.

All highway traffic now operates south of the railroad tracks. The Bridal Veil Overcrossing is made necessary by the relocation of the Columbia River Highway and will carry no traffic now crossing the railroad at grade. In view of these circumstances we can find no benefits accruing to the Union Pacific Railroad Company from the proposed construction and are, therefore, recommending that none of the costs be assessed against the railroad company.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP GM
cc G. S. Paxson

Attached

FORM E-123 10M 11-45

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASST. STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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Projects
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April 17, 1946

L 1393

Mr. Sam Murray,
Resident Engineer,
Union Pacific Railroad Company,
Pittock Block,
Portland, Oregon.

Dear Sir:

I enclose three copies of an agreement which has been executed for the State by the Highway Commission and which is supplemental to an agreement dated March 31, 1939, covering, among other things, construction of an overhead crossing at Bridal Veil, Oregon.

Will you please have these instruments signed by the railroad company and then return to this office a fully executed copy?

Yours very truly,

J. M. DEVERS

JMD:PW

cc C. B. McCullough

NOTED
C B McCullough

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Const
Projects
Grade Crossing

Salem, Oregon
April 16, 1946

Mr. J. M. Devers

Building

Dear Mr. Devers:

We return you herewith, for further handling, three copies of a Supplemental Agreement relative to the construction of an overcrossing at Bridal Veil, Oregon, which has been fully executed by the Highway Commission.

After these have been signed by the Railroad Company will you please furnish this office with one copy for the files of the Commission.

Very truly yours

H. B. Glaisyer
Secretary

gl
Attachments 3

FORM E-30 25M 7-45

4

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 29, 1946

SUBJECT: L 1393

To: Mr. H. B. Glaisyer,
Office.

Dear Mr. Glaisyer:

Attached you will find for execution by the Highway Commission three copies of an agreement or modification of agreement with respect to the construction of an overcrossing at Bridal Veil, Oregon.

When these papers have been executed by the Commission please return them to me for execution by the Railroad Company.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW
Enc.

Mr Baldock:- This is ok. for approval. Please note Section 8, page 10 where we underwrite any assessment which the P.R.A. might make. This is in accordance with the original agreement under which we got easements for the entire section.

REFERRED TO ~~Mr Baldock~~
BY SECRETARY

to sign

REFERRED TO Paxson
BY ...

Is this ok?
Please return at once

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REFERRED TO File

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Projects
Grade Crossing

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1946

SUBJECT:

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

Re State Railroad Agreement for Bridal Veil Overcrossing.

I am returning herewith 3 copies of the agreement between the State and the Union Pacific Railroad covering the Bridal Veil Overcrossing. These are in accordance with our conferences, and I would recommend their approval.

These agreements differ slightly from usual railroad agreements in that in Section 8 on page 10, we are underwriting any railroad liability which might be determined by the Commissioner of Public Roads. This, however, is in accordance with a prior agreement with the railroad company by which we acquired easements in this section.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:RHS
Attached

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Projects
Grade Crossing

Bridal Veil O'xing

Salem, Oregon
February 20, 1946

Mr. J. M. Devers

I am returning herewith draft of the proposed agreement between the Union Pacific Company and the State covering the Bridal Veil Overcrossing.

Mr. Paxson and I have looked it over, and the only suggestion we have to make is in reference to that portion of the second paragraph on page 6 (7th line from the bottom) beginning with the words: "Likewise at its own expense . . .." We believe that the rest of page 6 and the first 3 lines on page 7, ending with the words: "is assumed by said County," should be deleted, and in lieu thereof, the following wording, or words of similar import, be substituted:

> "Likewise at its own expense and without expense to the railroad companies, the State shall and will construct a connection from the highway to the existing road at a point approximately 130 feet west of the highway center line."

The reason for this substitution lies in the fact that we do not believe that our construction work should extend beyond the limits indicated hereinabove, and do not believe that any commitment to extend said construction work any further was ever made.

In regard to the maintenance of this road, the county, we understand, has maintained it for a good many years, even though it be on the railroad right of way. For this reason we believe that we should leave matters as they are, and not agree to maintain this connecting road.

With the above substitution, we believe that the contract is satisfactory.

C. B. McCullough

CBM:ej
Attach.
cc: Mr. G. S. Paxson

RECEIVED

FORM E-30 25M 4-45

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1946

SUBJECT: Bridal Veil Overcrossing
State-Railroad Agreement

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

I am again returning the draft of the proposed agreement between the Union Pacific Railroad Company and the State covering the Bridal Veil Overcrossing. I have endeavored to check on the status of the road from the highway at the south end of the overcrossing to the Bridal Veil depot. I have not been able to get any very definite information on this. The county has maintained this road for a good many years. They do not, however, have any easement on file covering the road even though the road is on railroad right of way. I do not believe we should agree to maintain the road.

I would suggest that that part of section 4 of the agreement starting at the seventh line from the bottom of page 6 be amended to read somewhat as follows: "Likewise at its own expense and without expense to the Railroad Companies, the State shall and will construct a connection from the highway to the existing road at a point approximately 130 feet west of the highway center line." This will leave the maintenance of the road in exactly the same status as it now is, and if the county has been maintaining it in the past, they probably will continue to maintain it in the future.

Very truly yours,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached

FORM E-30 25M 4-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

File

Salem, Oregon
February 6, 1946

Superseded
Parsons
by letter of Feb 18

SUBJECT: Bridal Veil Overcrossing
State-Railroad Agreement

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

I am returning herewith an original draft of the proposed agreement between the Union Pacific Railroad Company and the State relative to the Bridal Veil Overcrossing in Multnomah County. In general the provisions of the agreement conform to the procedure agreed upon at conferences with the railroad company. There are, however, one or two items in the agreement which could be called to your attention.

?

At the bottom of page 6, in section 4, the agreement provides that the State shall construct a connecting road substantially in the location marked "County Road" on the map attached to the agreement, and that this road shall extend from the state highway to the depot of the railroad company at Bridal Veil. My understanding is that our construction work will only extend about 160 feet from the state highway to a connection with the existing road leading to the depot. I am in doubt as to whether the wording of the agreement would commit us to reconstruct the entire length of road to the depot.

?

The agreement also provides that the State shall perform the maintenance unless the connecting road becomes a county road of Multnomah County and the maintenance is assumed by the county. I always assumed that this was a county road, but I notice that on the map it is shown as occupying railroad right of way, which raises some question as to its status. If this should turn out to be a private road, we might be assuming a maintenance obligation which we do not anticipate.

OK as is

In section 8, on page 10, we are agreeing to reimburse the railroad for its costs regardless of any ruling which the Commissioner of the Public Roads Administration might make. This follows out the agreements entered into with the railroad company on December 29, 1938 and March 21, 1939, but is a departure from the standard policy which we had set up to handle grade separation projects under the 1944 Federal Act. I am mentioning this provision merely to call it to your attention.

The sections dealing with the construction of the project and the insurance provisions are satisfactory.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached

FORM 2-30 25M 7-46

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1946

SUBJECT: L 1393
R 4030

To:
Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

Herewith we hand you for examination and return original copy of proposed agreement between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, and State of Oregon relative to Encroachment No. 10 at Bridal Veil, covered by our file R 4030, and the construction of the Bridal Veil overcrossing structure, covered by our file L 1393.

We have checked the form of agreement and find it generally satisfactory as to legal and right of way matters, except that the description of revised Encroachment No. 10 should be checked in the drafting office to make sure that the description given is accurate.

The proposed agreement is forwarded to you for approval as to engineering, Federal Aid, and bond protection matters, or for your adverse comments thereon. In connection therewith you will note that the agreement of December 29, 1938, provided a maximum of $225.00 per month for the wages and expenses of an engineering inspector, which limitation is proposed to be canceled.

Kindly return the proposed form of agreement to this office, with your comments, for further handling.

robert

Yours very truly,

J. M. DEVERS

By J.W. De Souza
J. W. DeSOUZA
Assistant Counsel

JWD:AW

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Projects
Grade Crossings

Bridal Veil

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1946

SUBJECT: L 1393
R 4030

To: File:

Under date of December 12, 1945, Mr. Sam Murray submitted an estimate of $4865.00 to cover the expense of moving the section crew quarters located on Encroachment No. 10 at Cascade Locks, as shown under file R 4030.

On December 24 the buildings were examined and checked by Mr. Parker and myself, and our appraisal of the reasonable cost of moving the structures was $3225.00.

On January 14 I called on Mr. Murray in Portland and discussed the situation with him. After checking and discussing our estimate, Mr. Murray agreed to recommend the sum of $3225.00 to his company as a fair settlement.

Approval of the amount of $3225.00 will be requested from the Commission at the January 17th and 18th meeting.

It is my understanding that Mr. Bets desires to include this matter in the agreement for the construction of the Bridal Veil Overcrossing, and Mr. Murray will be advised if the Commission authorizes payment of the agreed amount.

J. W. DeSOUZA
Assistant Counsel

JWD:AW
cc Mr. C. B. McCullough ✓

NOTED
C. B. McCullough

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Projects
Grade Crossing

Bridal Veil

Salem, Oregon
January 11, 1946

Mr. J. M. Devers

Pursuant to our conversation this morning, the Union Pacific Railroad Company wants to incorporate in the agreement for the Bridal Veil Overcrossing, the matter of an agreed price for moving certain section buildings. I wrote you in reference to this on December 15.

I would be glad, therefore, if we could have a survey made of these buildings and an estimate of cost made for moving them, to the end that we could agree upon a price to put in the agreement.

C. B. McCullough

CBM:ej

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Bridal Veil

Salem, Oregon
December 15, 1945

Mr. J. M. Devers

Please note attached from Mr. Murray in regard to moving section buildings at Bridal Veil. I would be in favor of accepting Mr. Murray's proposition in principle. In other words, I see no reason why we should not agree upon a price for moving and settle with the Railroad Company, thus eliminating both the expense and uncertainty of trying to move the buildings ourselves, either by contract or with state forces.

However, before making a recommendation for settlement, I would be very glad if you would have someone in the Right of Way Department make a survey of these buildings, and give us an estimate of cost for moving.

C. B. McCullough

CBM:ej
Attach.
cc S. Murray

December 15, 1945

Mr. E. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Receipt is acknowledged of your communication of December 12 in regard to the moving of our section buildings at Bridal Veil.

I am attaching hereto a memorandum which I have written to Mr. Devers, covering this matter. As soon as we have a report from Mr. Devers' office, Mr. Paxson and I will be glad to confer with you.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:ej
Enc.

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Bridal Veil

December 20, 1945

Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Attention of Mr. D. J. Callahan

Gentlemen:

Under separate cover we are sending you five prints each from our Drawings No. 7744 and 7973. You may not want to use the prints from Drawing 7973. This is the map which was presented at the Public Utilities Commissioner Hearing. Since that time it has been found necessary to rewrite the right-of-way descriptions, which will change some of the alignment data shown on the map. This revised data is now in Mr. Murray's office, and as soon as we receive it, we can make the corrections on the map and furnish you with revised copies. Please advise if this will be necessary or if the prints from the original map are satisfactory for your purpose.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GE
cc G. S. Paxson

FORM [illegible]
G.S.PAXSON

UNION PACIFIC RAILROAD COMPANY

LAND AND TAX DEPARTMENT

T. B. COLLINS,
GENERAL TAX AND RIGHT OF WAY AGENT

PITTOCK BLOCK
PORTLAND 5, OREGON

December 17, 1945.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

Referring to Order 15242 in case F-2089 of the Public Utilities Commissioner of Oregon authorizing the Oregon State Highway Commission to construct the overhead crossing of the Union Pacific at Bridal Veil:

I have obtained a certified copy of the order for our Auditor and one extra copy for my file and Mr. Devers has furnished me drawings Nos. 7744 and 7973 for attachment to these two copies.

Will you please furnish me five additional prints of each drawing so that I may have sufficient maps for distribution to all interested departments of the Railroad Company to accompany copies of Order No. 15242.

Thanking you for the same, I am,

Very truly yours,

L. J. Callahan

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Grade Crossing
Bridal Veil

September 29, 1945

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Dear Sir:

We have in mind making a connection between the mill road and the overhead road at Bridal Veil.

I will have the plans corrected to show these details.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

Form 8010
8-41-5M

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
SEP 28 1945

September 27, 1945.

Mr. R. H. Baldock, Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to the proposed overcrossing at Bridal Veil, concerning which I wrote Mr. Paxson yesterday:

The roadbed approach from the south covers up an existing road, thus cutting off access to our station and Bridal Veil mill. No provision appears on your plans which would provide a connection to the remaining portion of the old road which reaches the station and the mill.

Will you please advise what you have in mind to take care of this situation.

Yours truly,

S. MURRAY

REFERRED TO
H G Smith
by Chief Engineer

[illegible]

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SEP 28 1945
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STATE HIGHWAY COMMISSION

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COPY

Salem, Oregon
September 8, 1945

Mr. J. M. Devers
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Dear Sir:

We are handing you herewith a report by Mr. S. S. Paxson with six prints on the Bridal Veil Overcrossing, which is self-explanatory.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

JM:HH
Enc.

COPY

FORM E-30 25M 4-45

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5, 1945

SUBJECT: Bridal Veil Overcrossing
(Bridge No. 6671)

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

Herewith six prints each from our drawings No. 7744 and 7973, and from a drawing entitled "Oregon State Highway Department, Bridal Veil Overcrossing, Multnomah County," dated July 1945 and marked Drg. No. 6B-16-7. The proposed structure will form part of a connection between the New Columbia River Highway and present Columbia River Highway. It will also give access to the town of Bridal Veil and the sawmill from the new Columbia River Highway. It will carry the connecting road over the tracks of the Union Pacific Railroad Company.

The proposed structure is located approximately 700 feet east of the Union Pacific Railroad Company's Bridal Veil depot in the NW¼ of the NE¼ of Section 22, Township 1 North, Range 5 East, W. M. The intersection of the highway and railroad center lines is at highway station 14+18.58 and railroad station 1466+56.30. The angle between the highway and railroad center lines is 45° 24'.

The proposed structure will consist of a reinforced concrete viaduct which will carry the connecting road over the Union Pacific Railroad Company's tracks. After crossing the railroad tracks the structure divides into two ramps. Traffic bound to the new Columbia River Highway will use a ramp which continues across the new highway and makes a connection therewith on the north side of the new highway. Traffic from the new highway to Bridal Veil or the old highway will use a ramp which leaves the south side of the new highway at a point approximately 1140 feet west of the crossing and is located between the railroad and the new highway. This ramp connects with the inbound ramp above described at a point just north of the railroad tracks.

The supporting bents are arranged so that a clearance of 12'-0" is provided between the center line of the main line track and the face of the bent just south thereof. A clearance of 15'-0" is provided between the center lines of the main line and the passing track, and a clearance of 8'-6" from the center line of the passing track and the face of the bent immediately north thereof. Provision is also made for a future third track lying north of the passing track. A horizontal clearance of 8'-6" the face of the bent on the inside or south of the proposed third track, and 12'-0" on the outside or north thereof. A vertical clearance of 24'-0" above the top of the rails is provided over all tracks. A diagram of clearances is shown on Drawing No. 7973.

An agreement covering all easements from the railroad company on this section of highway has been entered into dated December 29, 1938, our Agreement No. 252 with supplementary agreement dated March 21, 1939. An easement for this crossing is included therein as Encroachment No. 10. There has been a minor line change at this crossing since the agreement was entered into, and the description should be revised if you think it necessary to be absolutely correct. I have asked Mr. Young to supply a new description consistent with the revised location.

This project will be financed by the state and the federal government under the terms of the act recently passed by Congress authorizing appropriations for postwar construction of highways and bridges. (Public Law 521-78th Congress, Chapter 626-2d Session, S.2105.) This act in Section 5(b) provides: "Any railway involved in any project for the elimination of hazards of railway-highway crossings paid for in whole or in part from funds made available under this Act, shall be liable to the United States for a sum bearing the same ratio to the net benefit received by such railway from such project that the Federal funds expended on such project bear to the total cost of such project. For the purposes of this subsection, the net received by a railway from any such project shall be deemed to be the amount by which the reasonable value of the total benefits received by it from such project exceeds the amount paid by it (including the reasonable value of any property rights contributed by it) toward the cost of such project; and in no case shall the total benefits to any railway or railways be deemed to have a reasonable value in excess of 10 per centum of the cost of any such project. The liability of any railway to the United States with respect to any such project may be discharged by paying to the United States, within six months after the completion of such project, such amount as the Commissioner of Public Roads determines to be the amount of such liability. Any such determination of the Commissioner shall be made on the basis of recommendations made to him by the State highway department and on the basis of such other information and investigation, if any, as the Commissioner deems necessary or proper. If any such railway has failed so to discharge its liability to the United States with respect to any project within six months after the completion thereof, the Commissioner of Public Roads shall request the Attorney General to institute proceedings against such railroad for the recovery of the amount for which it is liable under this subsection. The Attorney General is authorized to bring such proceedings on behalf of the United States in the appropriate district court of the United States, and the United States shall be entitled in such proceedings to recover such sums as it is considered and adjudged by the court that such railway is liable for in the premises. Any amounts paid to or recovered by the United States under this subsection shall be covered into the Treasury as miscellaneous receipts."

September 5, 1945

On this particular project no existing crossing is being closed, nor is the traffic on any existing crossing being reduced. There is, therefore, no benefit to the railroad. The railroad will be put to some expense, principally in the providing of watchmen, flagmen and/or inspectors to safeguard their operations and in the removal, temporary installation, and replacing of signal and telegraph lines. The railroad should also install guard rails on that portion of the main line track which is underneath their structure. There are no new rules, as yet, covering the methods or limitations on reimbursement of these expenses. It is proposed to use the rules issued by the Public Roads Administration to cover the reimbursement of railroad expenses on previous grade separation programs. Our state-railroad contracts on previous programs have contained the following provision: "All expenses incurred by Railroad and/or The Western Union Telegraph Company in connection with said structure, which by the terms of the contract shall be recollectible from State, shall be the amounts actually expended or incurred by Railroad and/or the Western Union Telegraph Company in connection with labor, materials, supplies, tools or equipment used, furnished or expended in performance of work to be done in fulfillment of its obligations hereunder." I believe our application should specify General Administrative Memorandum No. 39 or subsequent modifications which may be issued by the federal government.

At the completion of the project the state will maintain the entire structure and the approaches thereto. The railroad company will continue to maintain its roadbed, track, and signal and telegraph system under the structure.

Our traffic department advises that the structure will carry approximately 146 passenger cars and 24 trucks per day when the project is completed. At the present time the railroad company's average daily traffic is 25 trains.

This project is scheduled for an early letting and it would be appreciated if you would ask Mr. DeSouza to make early application to the Public Utilities Commissioner for a hearing.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

RECEIVED
AUG 18 1945
FOR FILING

248-12

August 13, 1945

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

(3 copies)

Pursuant to your letter of August 3, I am attaching hereto a large-scale map of the proposed Bridal Veil overcrossing on the projected relocation of US30, the Columbia River Highway, Oregon F.G.I. 248 (12).

When we obtained the easements from the Union Pacific Railroad Company for the use of part of the railroad right of way for the construction of the new highway in 1938, we executed a contract with the said railroad providing that the State Highway Department would not request the installation of new grade crossings and agreed that a grade-separation structure would be built at Bridal Veil without expense to the railroad company. The topography along the Columbia River is such that the railroad company has enjoyed a freeway for many years and is able to dispatch its trains through this section with fair speed safely.

In the discussion with the railroad officials prior to the execution of the agreement, the railway officials particularly stressed the situation at Bridal Veil where there is a box factory and a small community. The argument of the officials of the Union Pacific Railroad was that, unless a grade separation was provided here, the citizens of this community would demand a grade crossing so as to make easy access to and from Portland. We considered the argument sound and logical and promised that a grade separation would be built at Bridal Veil. Please understand there is no railroad crossing at Bridal Veil at the present time and, on account of the topography, a railway-highway grade crossing at this point would be extremely hazardous.

While we do not have origin-and-destination surveys to measure this projected traffic with any accuracy, it is our opinion that approximately 75 vehicles per day would cross this proposed overcrossing en route to Portland and about the same number return each day. Possibly twenty cars from the east may wish to make connection with Bridal Veil either to visit Bridal Veil or to proceed into Portland over the old Columbia River Highway. It is estimated thatnot to exceed ten vehicles per day and probably not over five or less from Bridal Veil would have reason to make connection with the proposed new Columbia River Highway eastbound. However, these few people can make connection with the new location of US30 either at the proposed grade separation structure at Multnomah Falls or at the junction of the old and new highways at Dodson. There may be, moreover, some of the tourists who would drive to and from Portland over the old highway, but it is logical to assume that if they wish to take this narrow, crooked road for its scenic views on an eastbound trip, they would continue over the old highway all the way to Dodson or at least to Multnomah Falls. There is a material saving to traffic between Portland and Bridal Veil by reason of the elimination of the necessity of traversing the narrow, tortuous present road, but the distance easterly to the connection at Multnomah Falls or Dodson is much shorter, the road much straighter and the grades much less.

For the above reasons a connection to the east from Bridal Veil does not seem to warrant the expenditure of funds required to make a highway connection without cross traffic on the proposed new Columbia River Highway. While it would be possible to use this same structure and permit the traffic to proceed east on the new highway, it would require crossing at grade and, in the interest of the majority of the people, it would seem best to require such traffic to proceed easterly along the present Columbia River Highway to a junction with the proposed new highway either at Multnomah Falls or Dodson at either of which points connection could be made without cross traffic.

It is believed that this rather simple and comparatively inexpensive grade separation will adequately take care of the major traffic flow and will keep faith with the railroad company which is as desirous of preserving the freeway characteristics of the railway as we are of attaining the same objective on the highway. I would recommend that the design be accepted as planned.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]
cc Mr. H. G. Smith

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

MONTANA
OREGON
WASHINGTON

Division Eight

POST OFFICE BUILDING
PORTLAND 8, OREG.

RECEIVED
AUG 8 - 1945
OFFICE OF
ENGINEER

August 3, 1945

RECEIVED
AUG - 4 1945
STATE HIGHWAY COMMISSION
DEPARTMENT

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the advance plans submitted to the proposed Bridal Veil Overcrossing, Columbia River Highway, Oregon F.G.I. 248(12).

The sketch map submitted is on a very small scale and we have been requested to supplement these plans with a profile, a sketch showing the location and data supporting the need of this structure. This data should also include anticipated traffic and turning movements.

Evidently in order to visualize just where this improvement fits into the picture the sketch should be on a larger scale than submitted and should be extended to show the proposed improvement of the Columbia Highway a short distance each side of the proposed structure. We would also appreciate your reasons for not providing for the use of this structure for east bound traffic from the structure or west bound traffic to the structure.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

REFERRED TO
H. G. Smith
By Chief Engineer

See me with map.

REFER TO
G. S. Paxson
By Asst. State Highway Engineer

RECEIVED
AUG 4 1945
OREGON
STATE HIGHWAY COMMISSION

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... 19 1945
FOR FILING

Const
Projects
Grade Crossing

xxxxxxxxxxxx

Division Eight

July 16, 1945

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of advance plans covering the proposed over-crossing at Bridal V.il. Since this structure is estimated to cost in excess of $100,000 we would appreciate two additional sets of the plans.

Very truly yours,

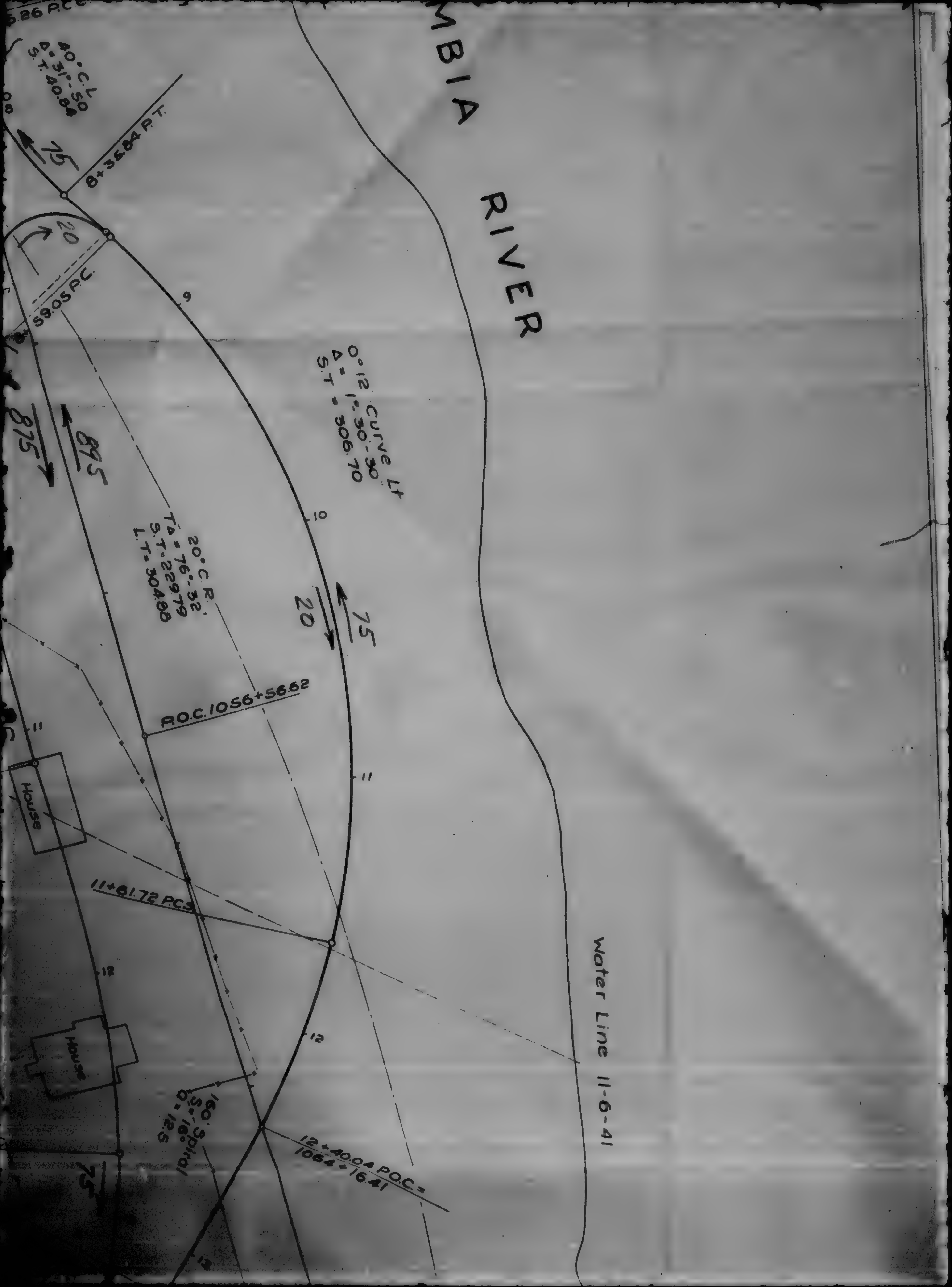
T. M. DAVIS
District Engineer

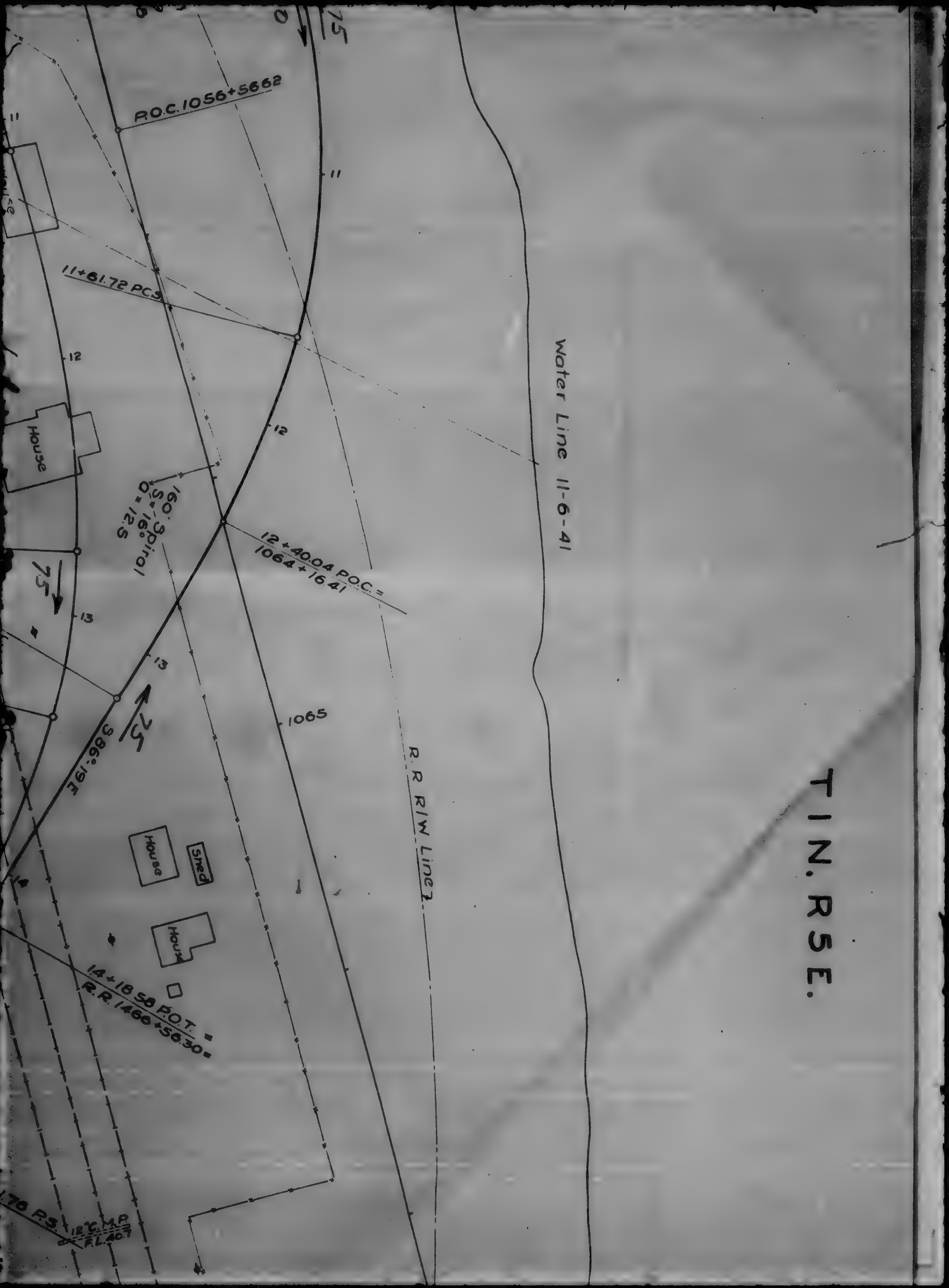
NOTED
State Highway Engineer

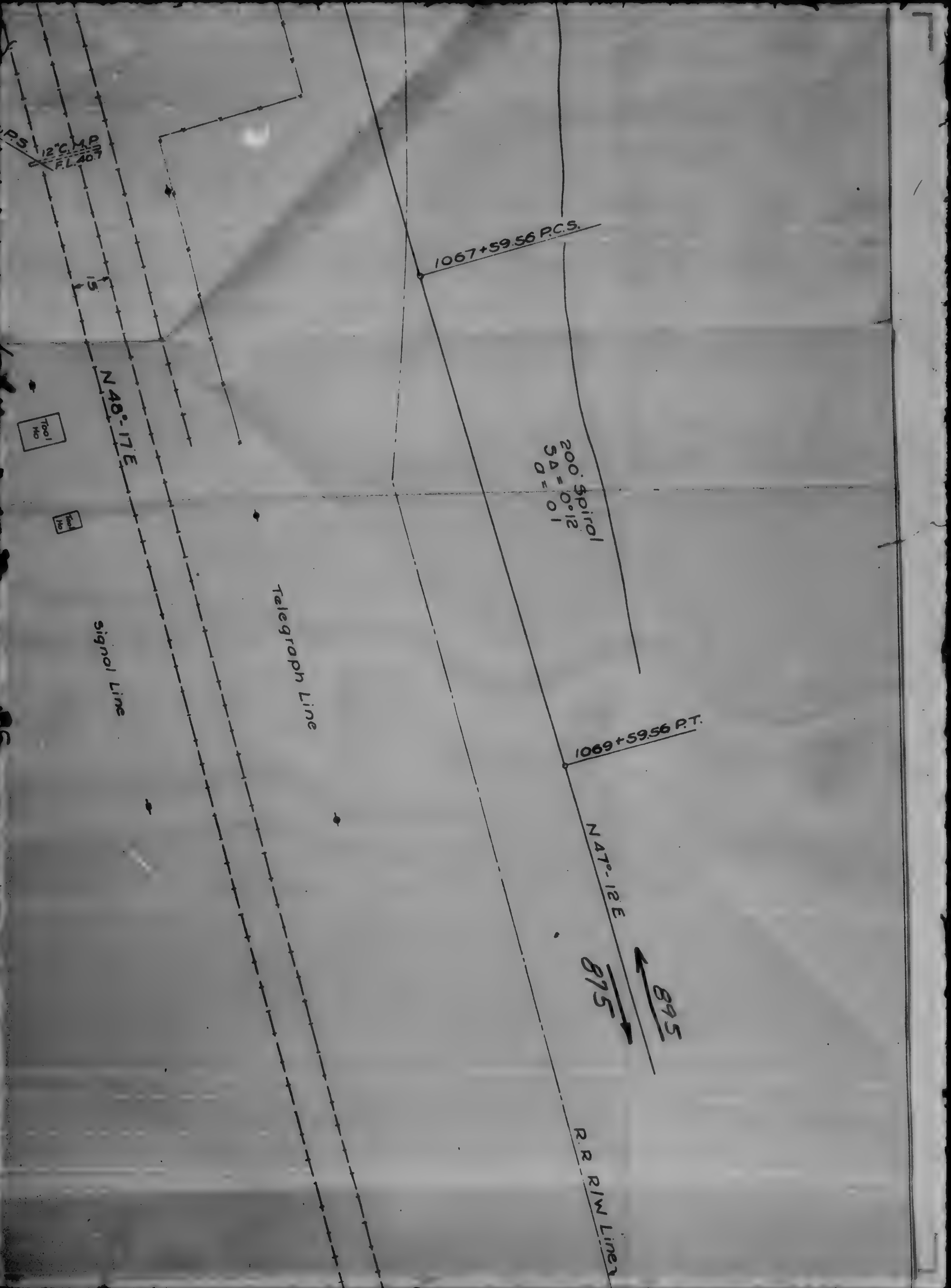
RECEIVED
JUL 17 1945
OREGON
STATE HIGHWAY COMMISSION

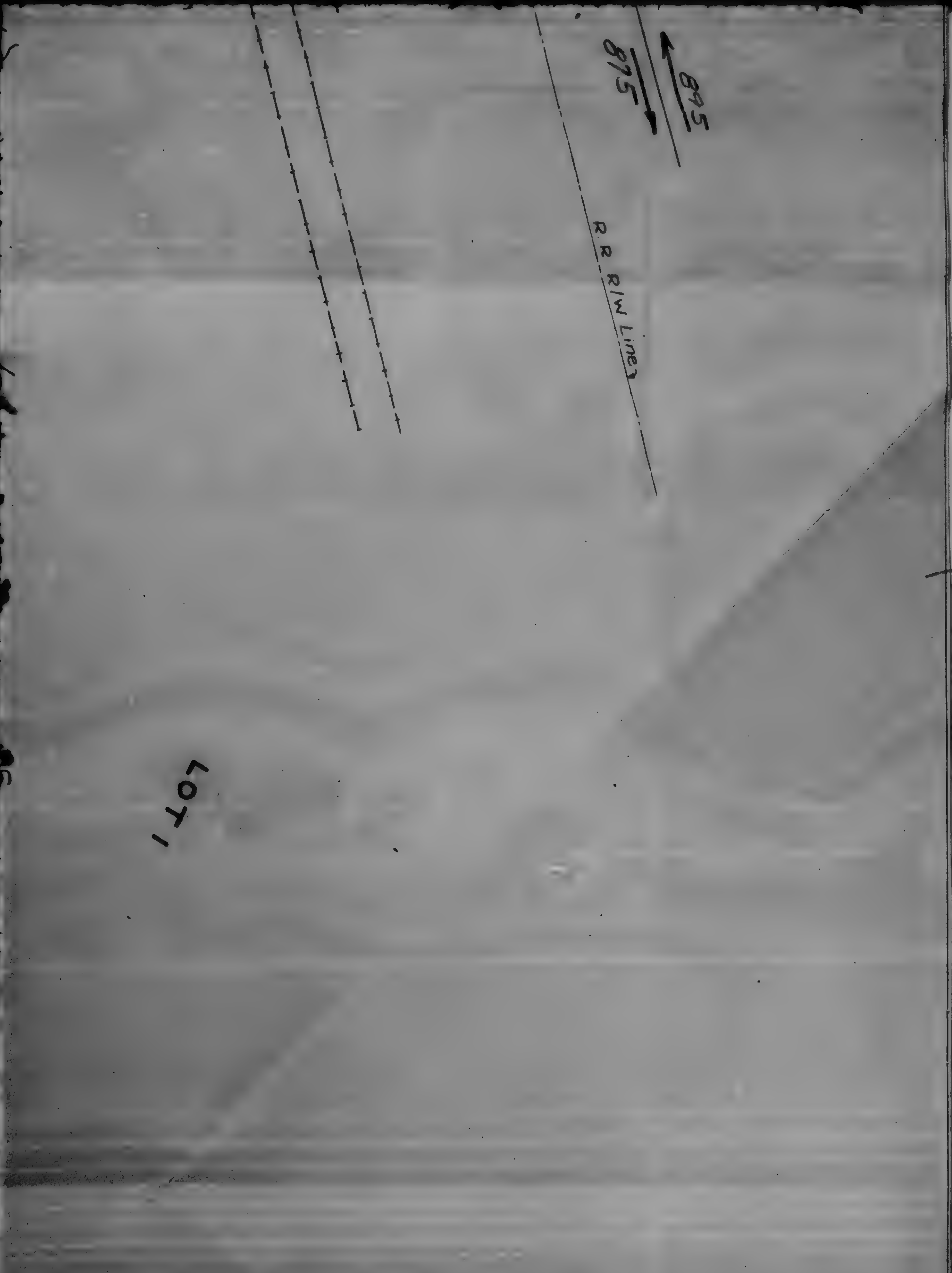
Ordered sent to Paxson

LOT 2
COLUMBIA RIV
99+68.70 P.O.C.
+56.26 R.C.C.
10° C.L.
Δ = 31°50'
S.T. 40.84
8+36.64 P.T.
75
20


5.26 P.C.C.
40° C.L.
Δ=31°-50
S.T. 40.84
8
75
8+35.84 P.T.
20
59.05 P.C.
9
MBIA
RIVER
0°12' Curve Lt
Δ = 1°-30'-30"
S.T = 306.70
875
895
10
20° C.R.
TΔ = 76°-32'
S.T.=229.79
L.T.=304.88
20
75
P.O.C. 1056+56.62
11
11
House
11+61.72 P.C.S.
12
House
12
160' S. Spiral
D=16°
0.12 S
12+40.04 P.O.C. =
1064+16.41
75
13
Water Line 11-6-41


P.O.C. 1056+56.62
11
11
11+61.72 P.C.S.
12
12
House
House
160' Spiral
S=16°
S=12'
D=0
12+40.04 P.O.C. =
1064+16.41
75
75
75
13
13
1065
386.19'
R.R. R/W Line
Water Line 11-6-41
House
Shed
House
14+18.58 P.O.T. =
R.R. 1466+56.30 =
.76 P.S.
12" C.M.P.
F.L. 40.7
T1N. R5E.

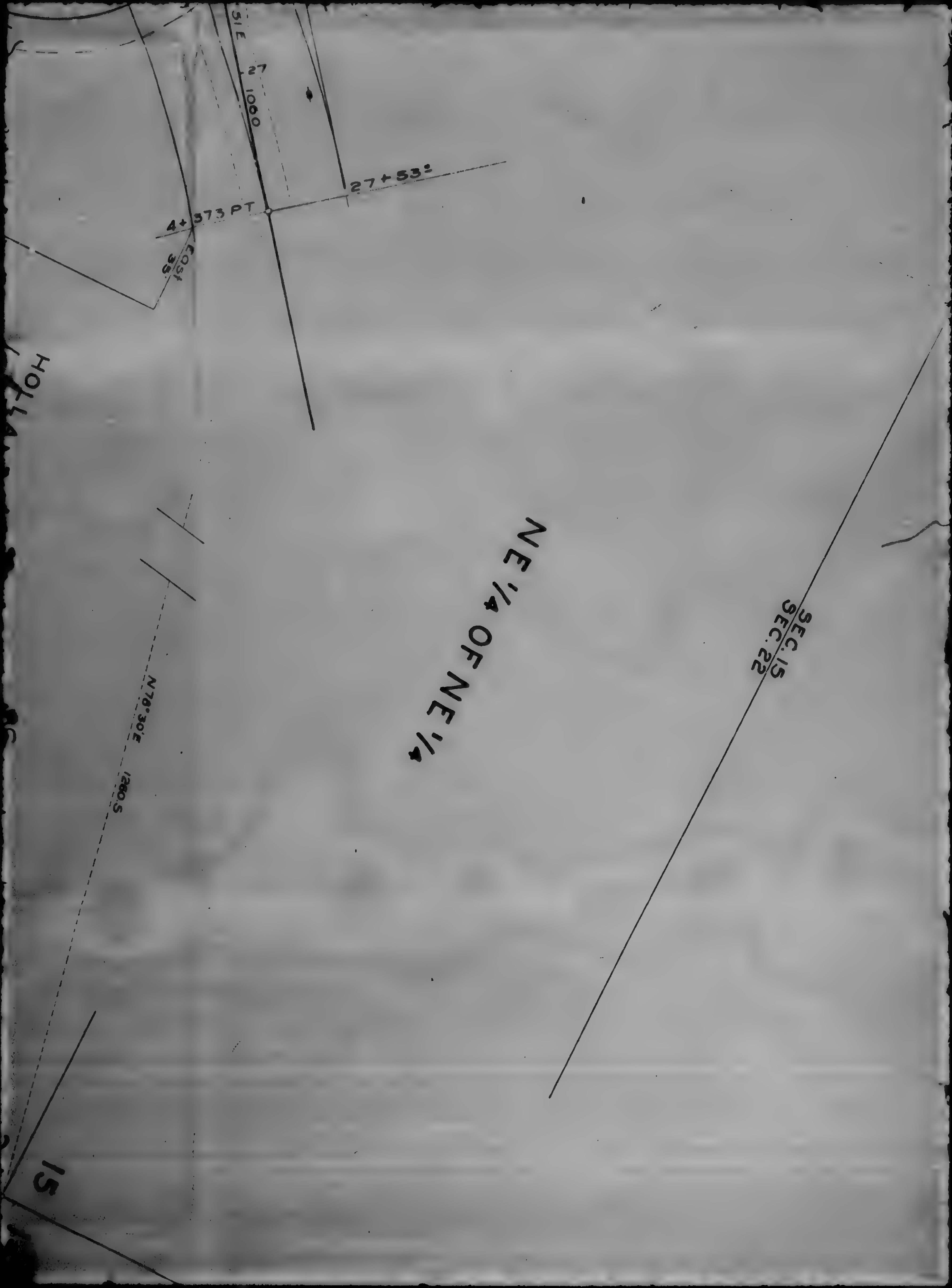

P.S.
12" C.M.P.
F.L. 40.7
15
N 48°-17 E
Tool Ho
Tool Ho
Signal Line
Telegraph Line
1067+59.56 P.C.S.
200' Spiral
SΔ = 0°12
a = 01
1069+59.56 P.T.
N 47°-12 E
875
895
R.R. R/W Line

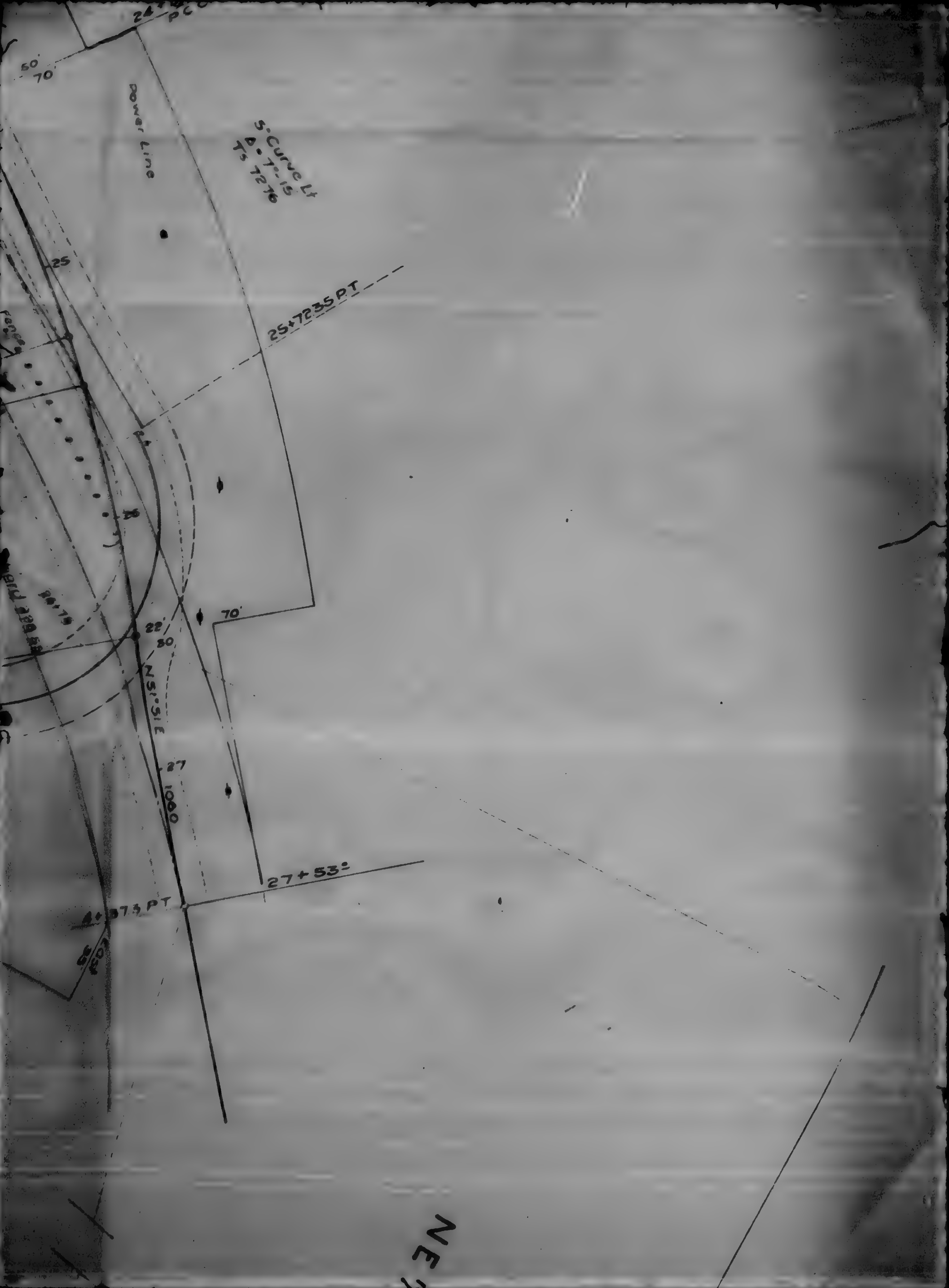

895
875
R.R R/W Line
LOT 1

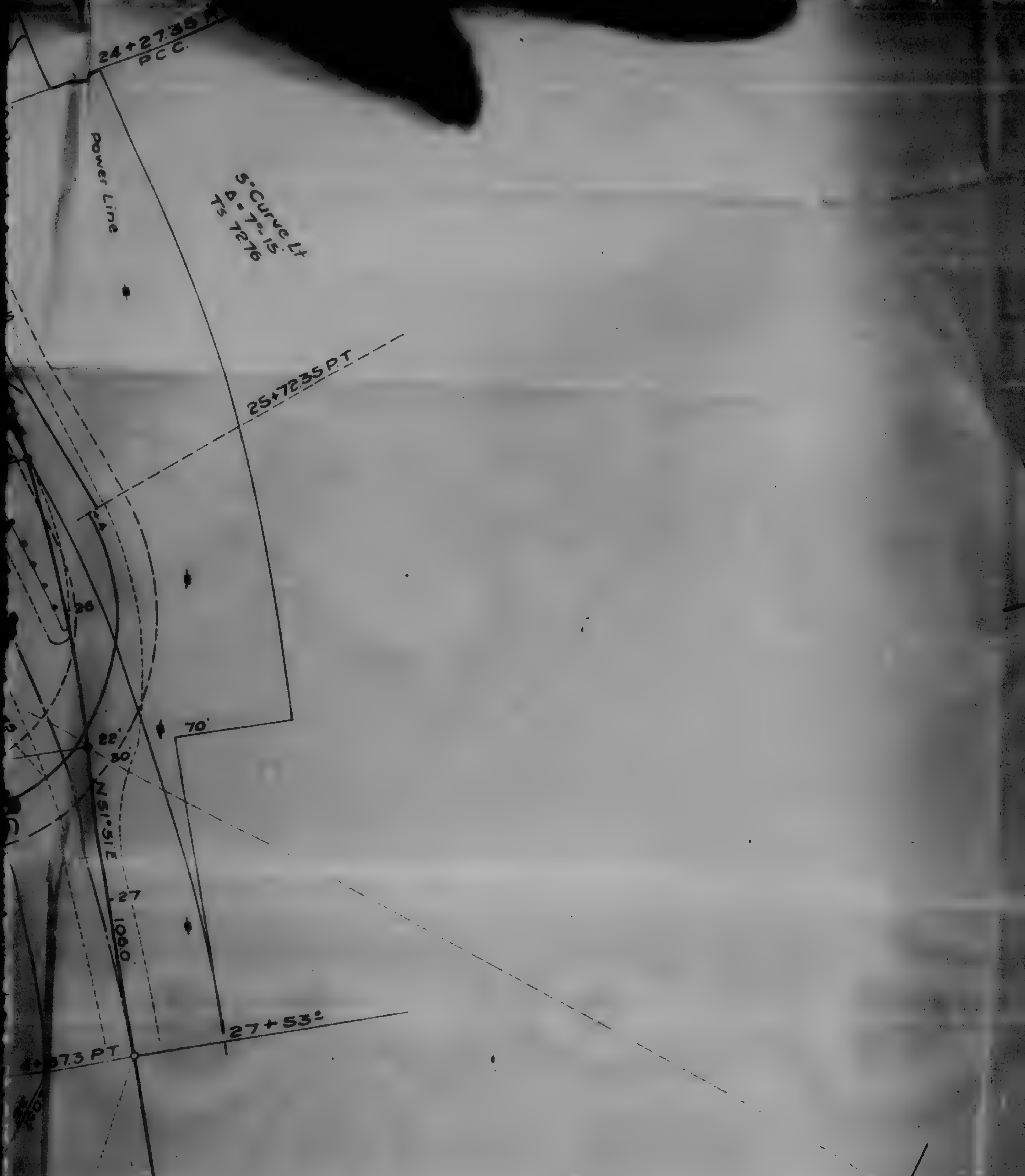
SEC. 15
SEC. 22
NE 1/4 OF

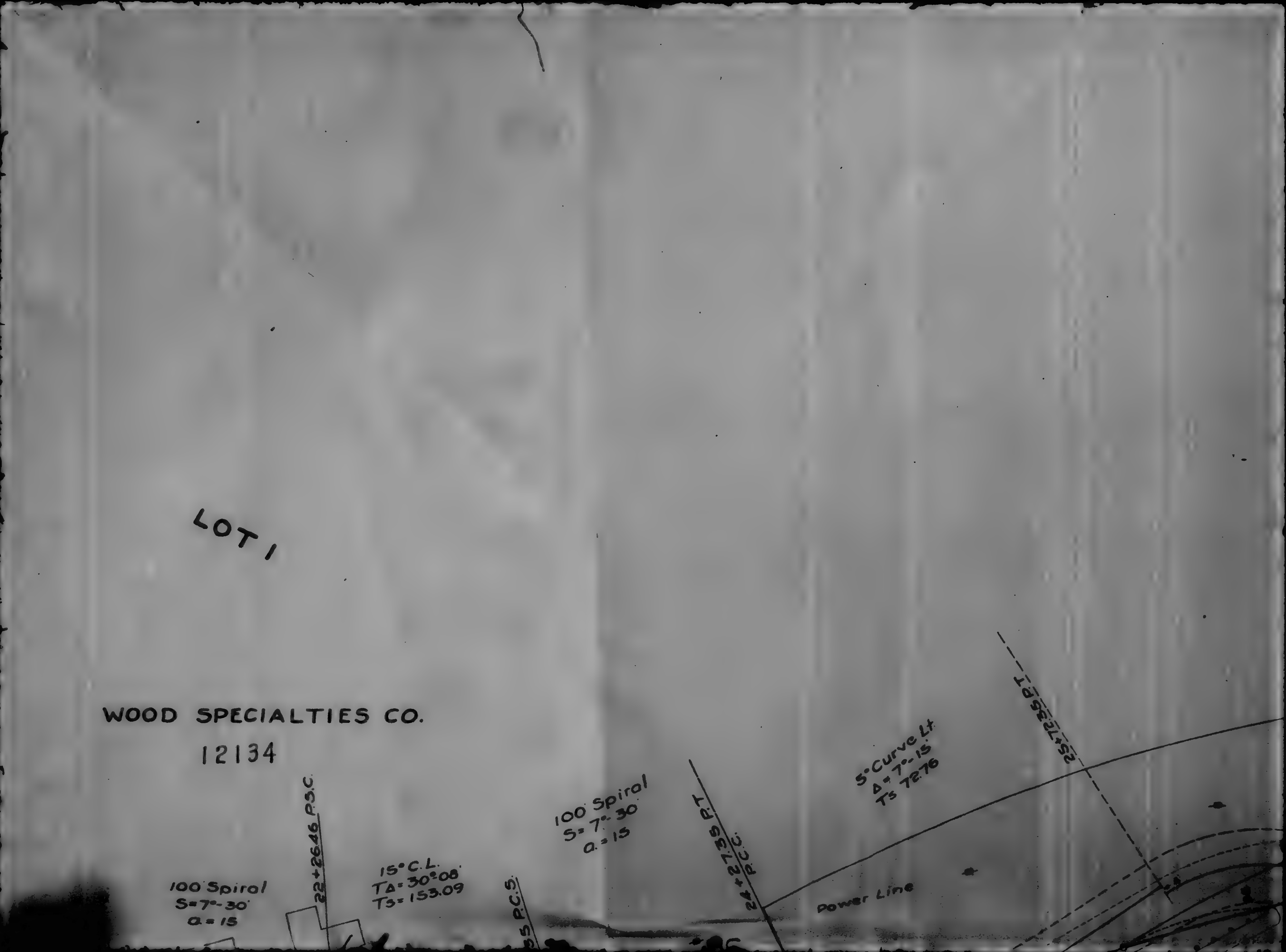
BRIDAL VEIL OVERCROSSING
COLUMBIA RIVER HIGHWAY
Drg. No. 6B-[illegible]

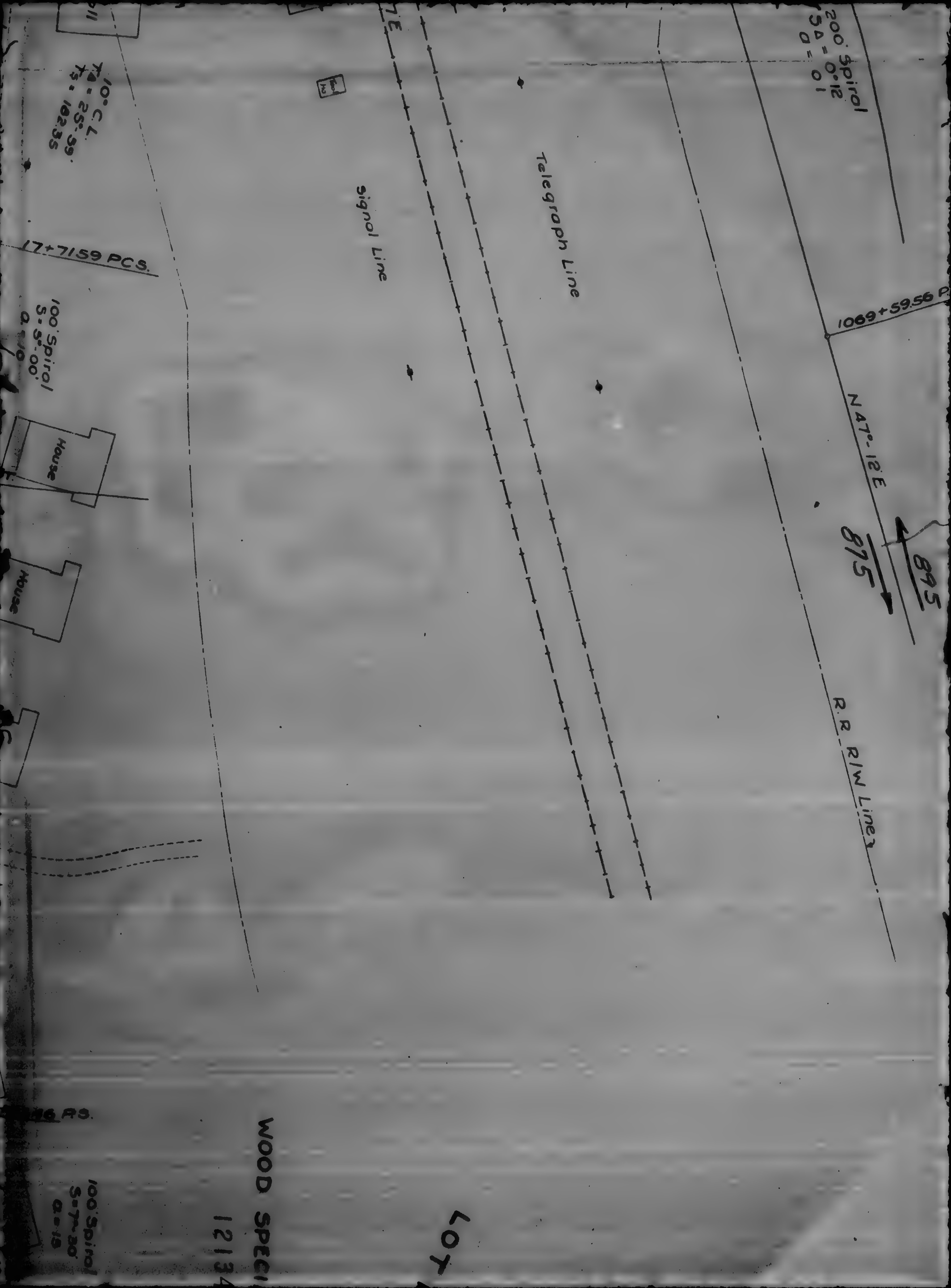
N78°30'E
1260.5
E 1/4
SEC.15
SEC.22

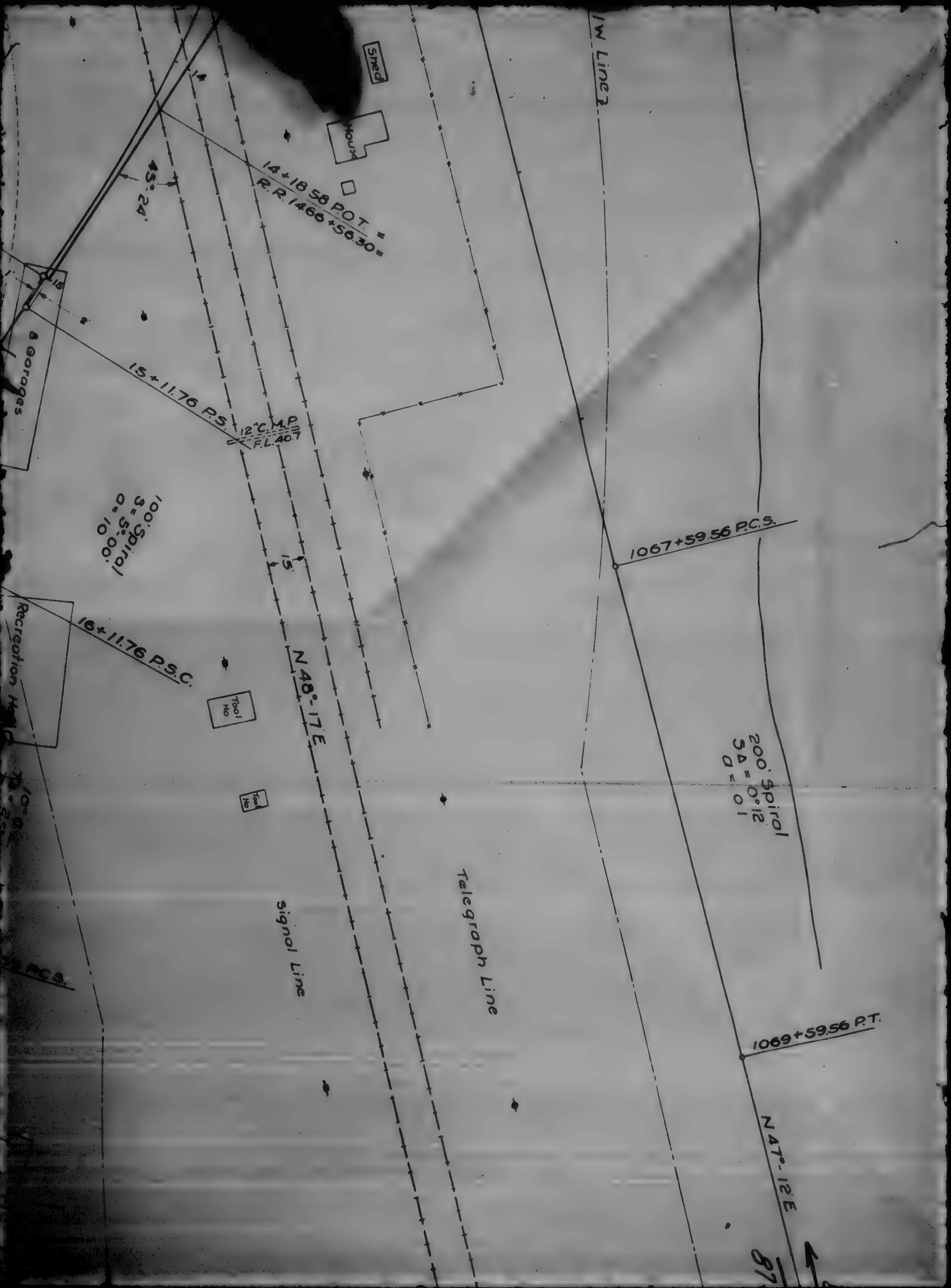

31E
27
1000
27+53±
4+373 PT
35.
HOL
NE 1/4 OF NE 1/4
SEC. 15
SEC. 22
N78°30'E
1280.5
15

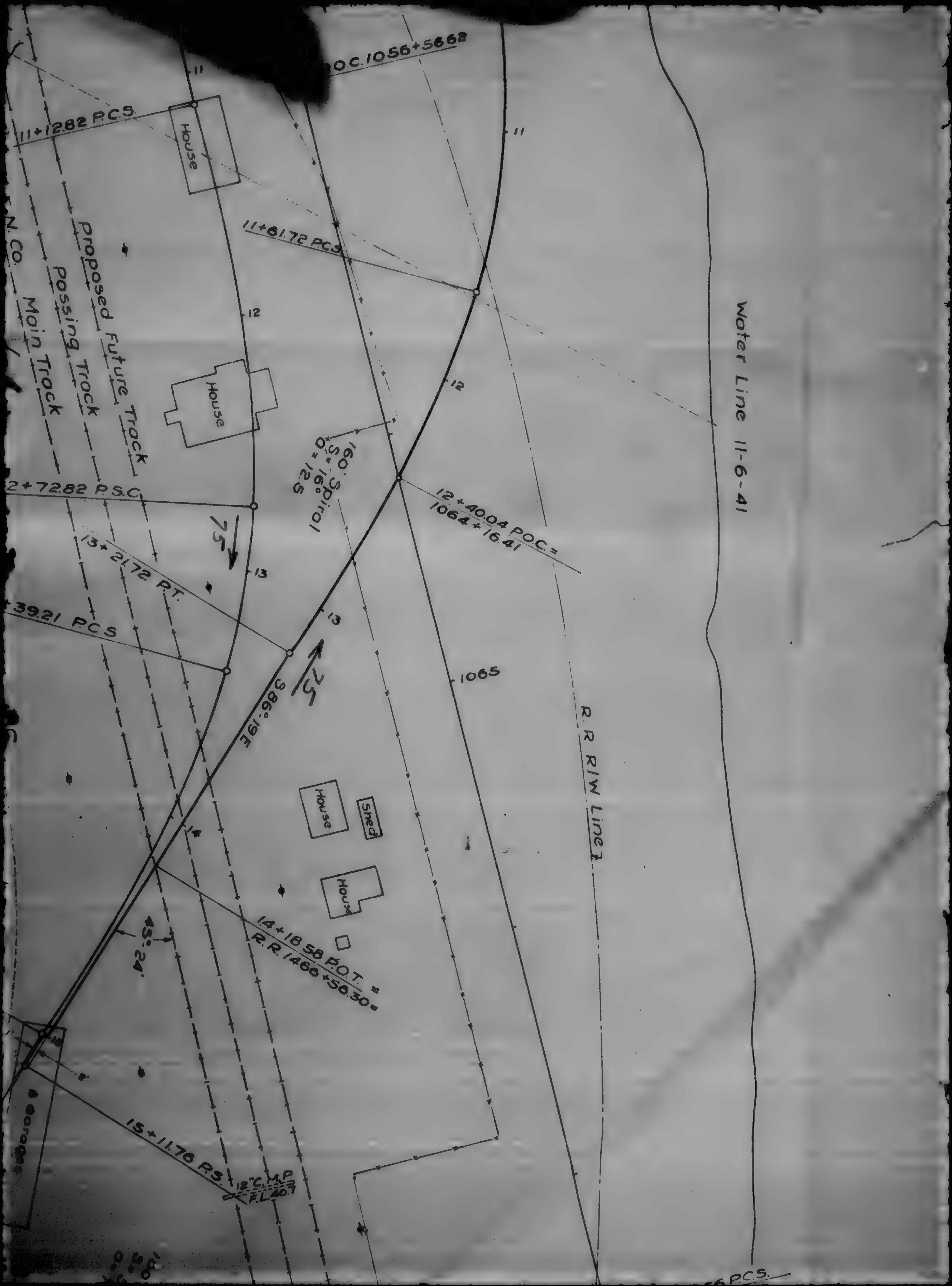

24+
PCC
50'
70'
Power Line
S-Curve Lt
Δ - 7°-15
Ts 72.76
25
Fence
25+72.35 P.T.
26
22'
30
70'
N5°51'E
27
1000
27+53±
4+87.3 P.T.
NE


24+27.38 P
P.C.C.
Power Line
5° Curve Lt
Δ = 7°-15
Ts 72.76
25+72.35 P.T.
26
70'
22'
30
N51°51'E
27
1000
27+53±
+573 P.T.

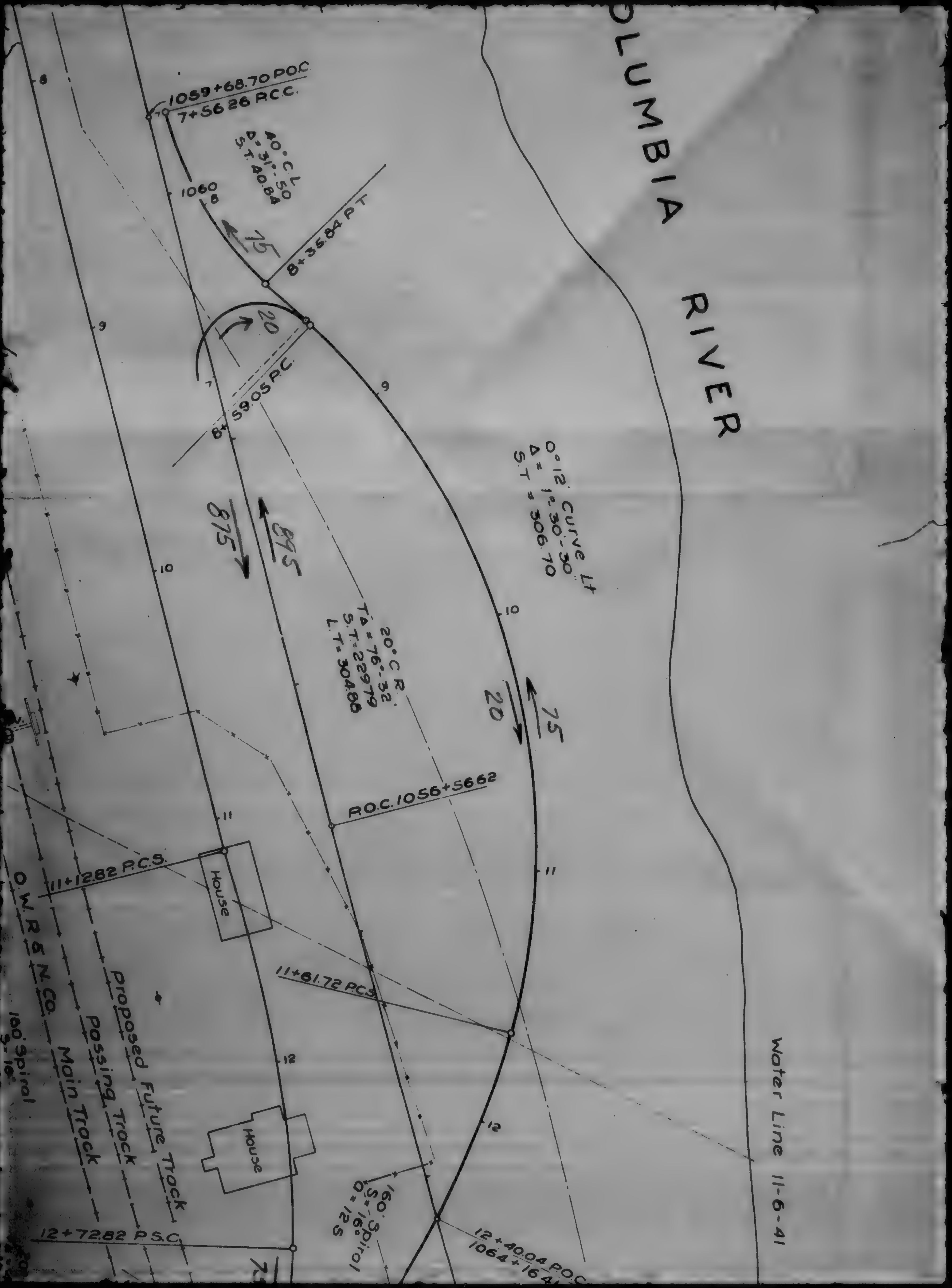

LOT 1
WOOD SPECIALTIES CO.
12134
100' Spiral
S=7°-30'
a=15
22+26.46 P.S.C.
15° C.L.
TΔ=30°08'
Ts=153.09
35 P.C.S.
100' Spiral
S=7°-30'
a=15
24+27.35 P.T.
P.C.C.
Power Line
5° Curve Lt.
Δ=7°-15'
Ts 72.76
25+72.35 P.T.

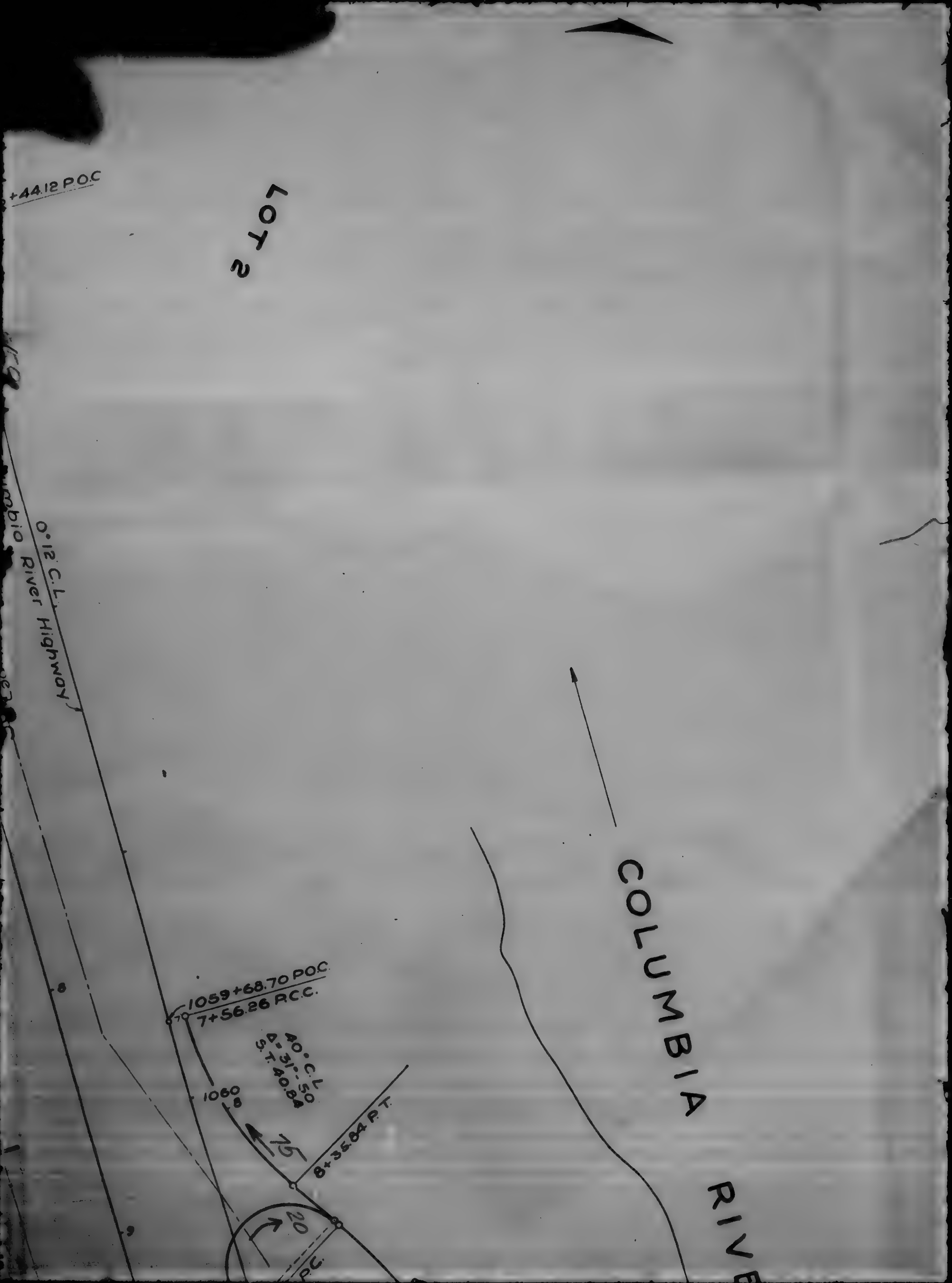

10° C.L.
TΔ = 25°-39'
T = 162.35
7E
17+71.59 P.C.S.
100' Spiral
S = 5°-00'
a = 1.10
House
House
Signal Line
Telegraph Line
200' Spiral
SΔ = 0°-12'
a = 0.1
1069+59.56 P
N 47°-12' E
875
895
R.R. R/W Line
46 P.S.
100' Spiral
S = 7°-30'
a = 0.15
WOOD SPECI
12134
LOT


Shed
House
W Line
14
45° 24'
14+18.58 P.O.T. =
R.R. 1466+56.30 =
15
8 Garages
15+11.76 P.S.
12" C.M.P.
F.L. 40.7
100' Spiral
S = 5°
a = 10.00'
15'
1067+59.56 P.C.S.
Recreation Ha
16+11.76 P.S.C.
N 48° 17' E
Tool Ho
Tool Ho
200' Spiral
SΔ = 0° 12'
a = 0.1
Signal Line
Telegraph Line
59 P.C.S.
1069+59.56 P.T.
N 47° 12' E
87



OC.1056+5662
11
11+12.82 P.C.S.
House
11
11+61.72 P.C.S.
N. Co.
Proposed Future Track
Passing Track
Main Track
12
House
12
160' Spiral
S=16°
O=12.5
2+72.82 P.S.C.
12+40.04 P.O.C.=
1064+16.41
Water Line 11-6-41
75
13
13+21.72 P.T.
+39.21 P.C.S
13
75
S86°19'E
1065
R.R. R/W Line
House
Shed
House
14
14+18.58 P.O.T.=
R.R. 1466+56.30=
45°24'
15
Garage
15+11.76 P.S.
12" C.M.P.
F.L. 40.7
56 P.C.S.


COLUMBIA RIVER
1059+68.70 P.O.C.
7+56.26 P.C.C.
40° C.L
Δ = 31°-50
S.T. 40.84
1060
8
75
8+35.84 P.T.
20
8+59.05 P.C.
9
0°12' Curve Lt
Δ = 1°30'-30"
S.T = 306.70
875
895
10
20° C R.
T Δ = 76°-32'
S.T. = 229.79
L.T. = 304.88
20
75
P.O.C. 1056+56.62
11
11+12.82 P.C.S.
House
11+61.72 P.C.S.
O.W.R. & N. CO.
Main Track
Passing Track
Proposed Future Track
100' Spiral
S = 16°
12
House
12+72.82 P.S.C.
160' Spiral
S = 16°
D = 12 S
12+40.04 P.O.C.
1064+16.41
Water Line 11-6-41


+44.12 P.O.C
LOT 2
0°12' C.L.
mbia River Highway
1059+68.70 P.O.C.
7+56.26 R.C.C.
40° C.L.
Δ=31°-50
S.T. 40.84
1060
8
75
8+35.84 P.T.
20
P.C.
8
9
COLUMBIA RIVE

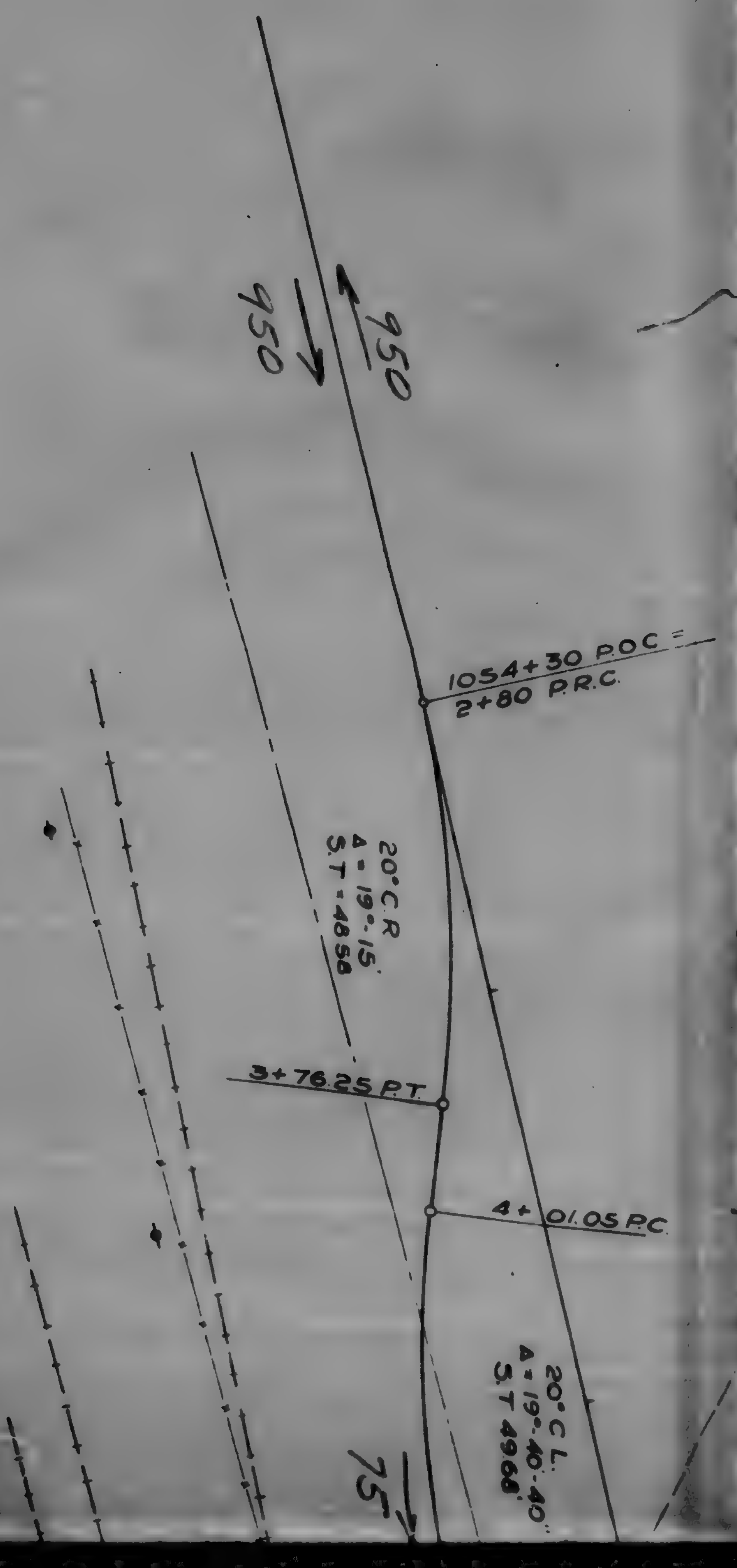
1096+44.12 P.O.C.
LOT 2
950

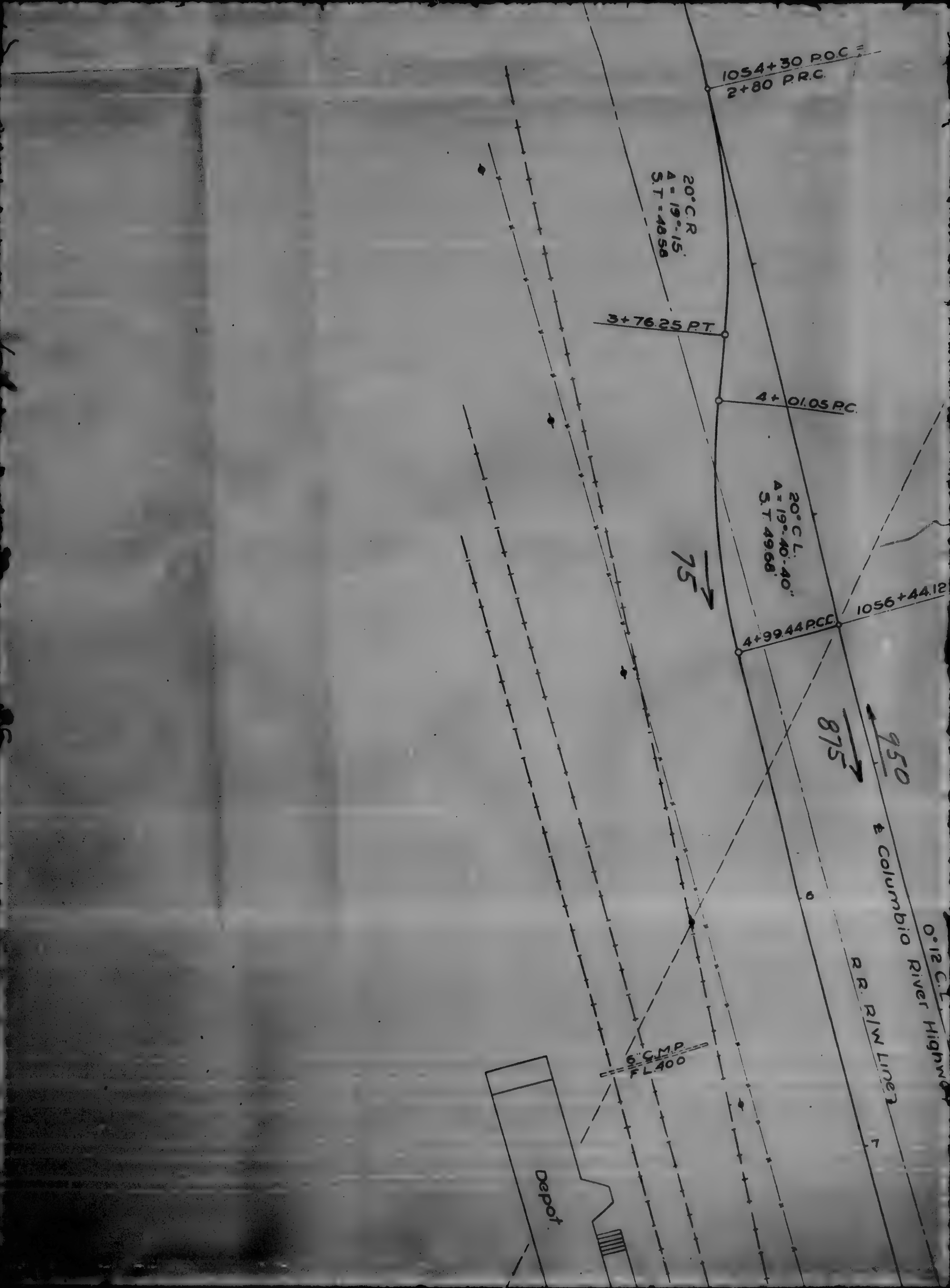
HIGHWAY DEPARTMENT
OVERCROSSING
RIVER HIGHWAY
MAH COUNTY

OREGON STATE HIGHWAY DEPARTMENT

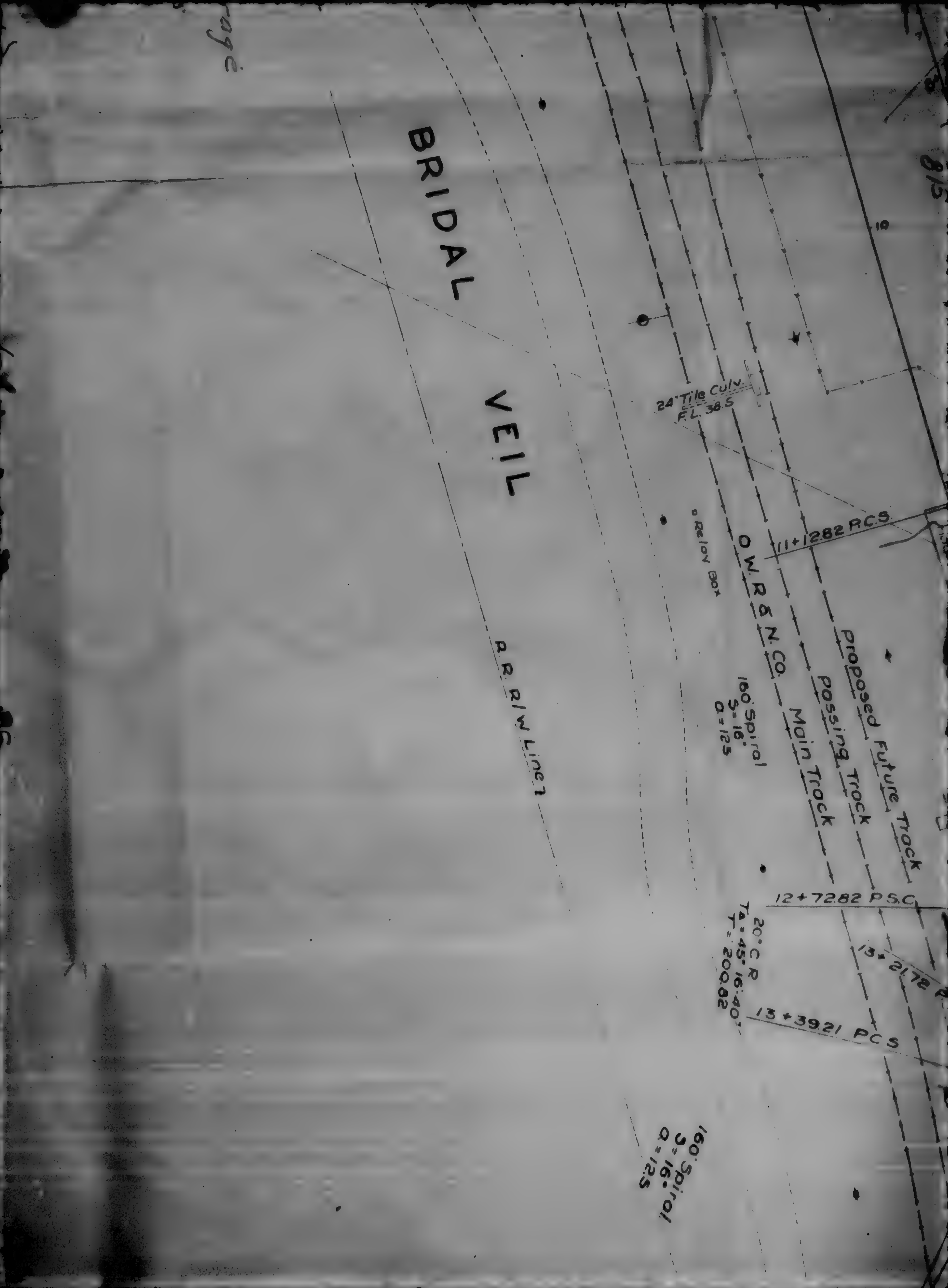
BRIDAL VEIL OVERCROSSING

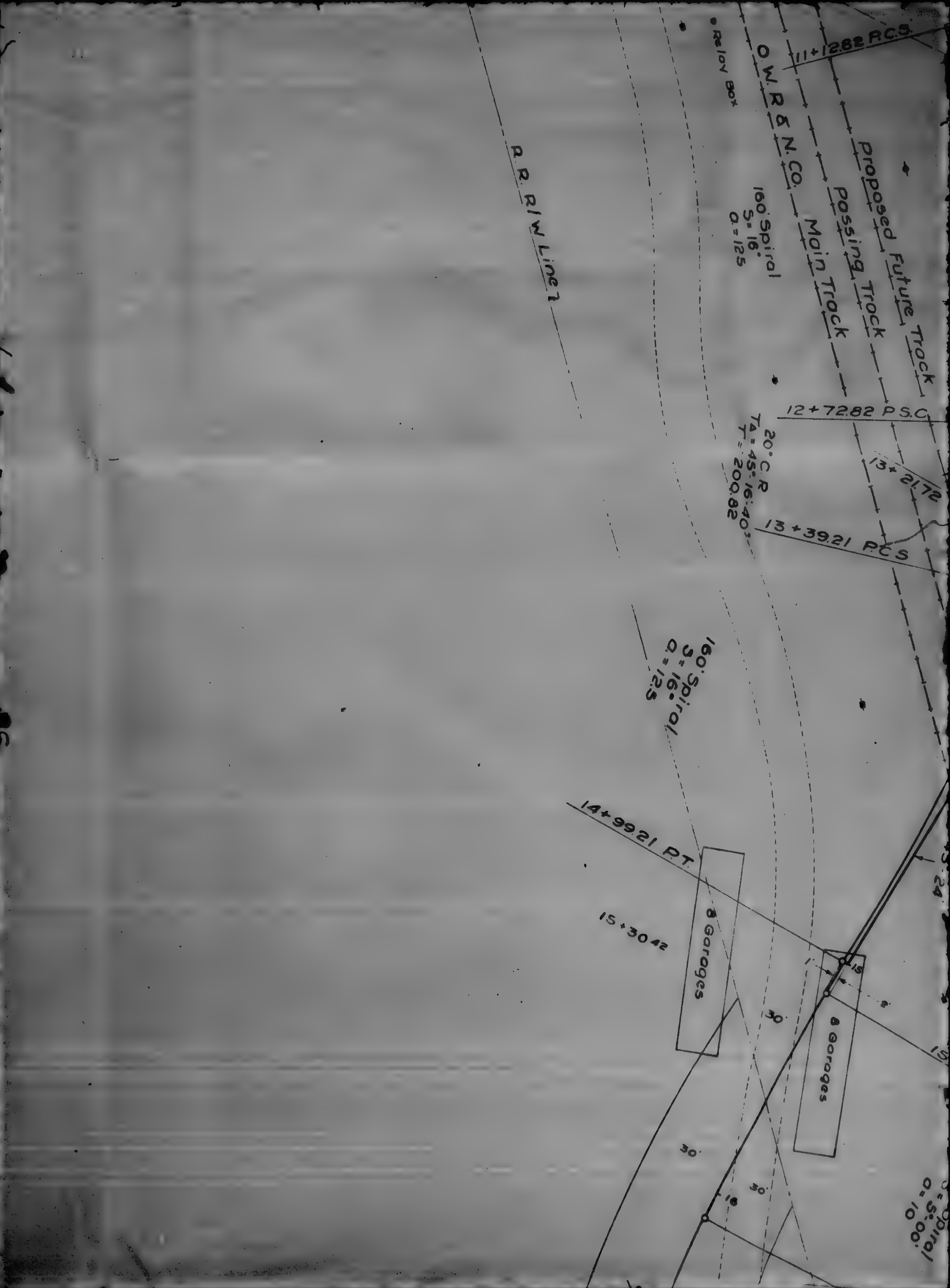
COLUMBIA RIVER HIGHWAY
MULTNOMAH COUNTY
Scale: 1" = 40' July, 1945
Drg. No. 6B-16-7

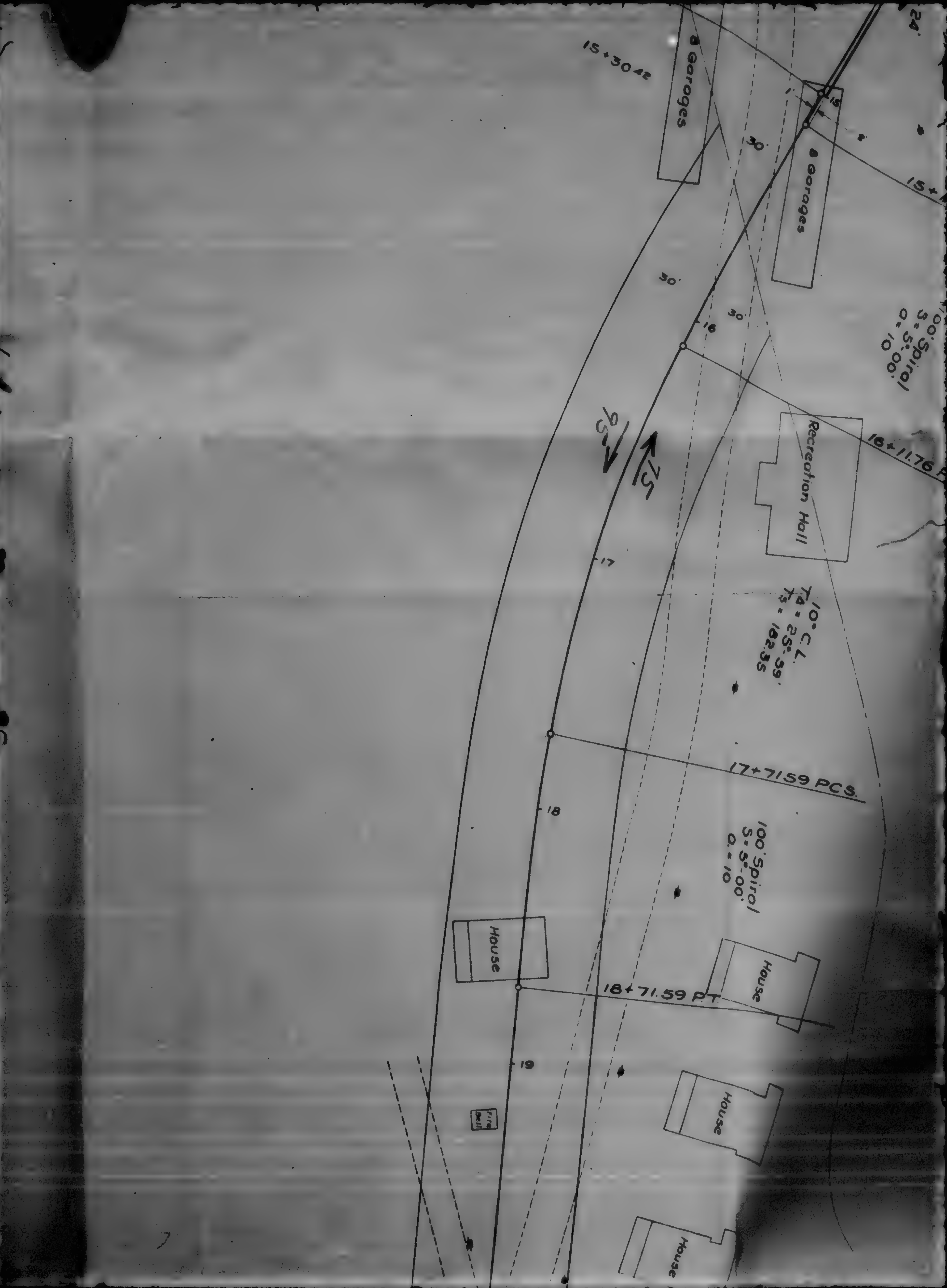

950
950
1054+30 P.O.C =
2+80 P.R.C.
20° C.R
Δ = 19°-15'
S.T = 4858
3+76.25 P.T.
4+01.05 P.C.
20° C L.
Δ = 19°-40'-40"
S.T 4968'
75

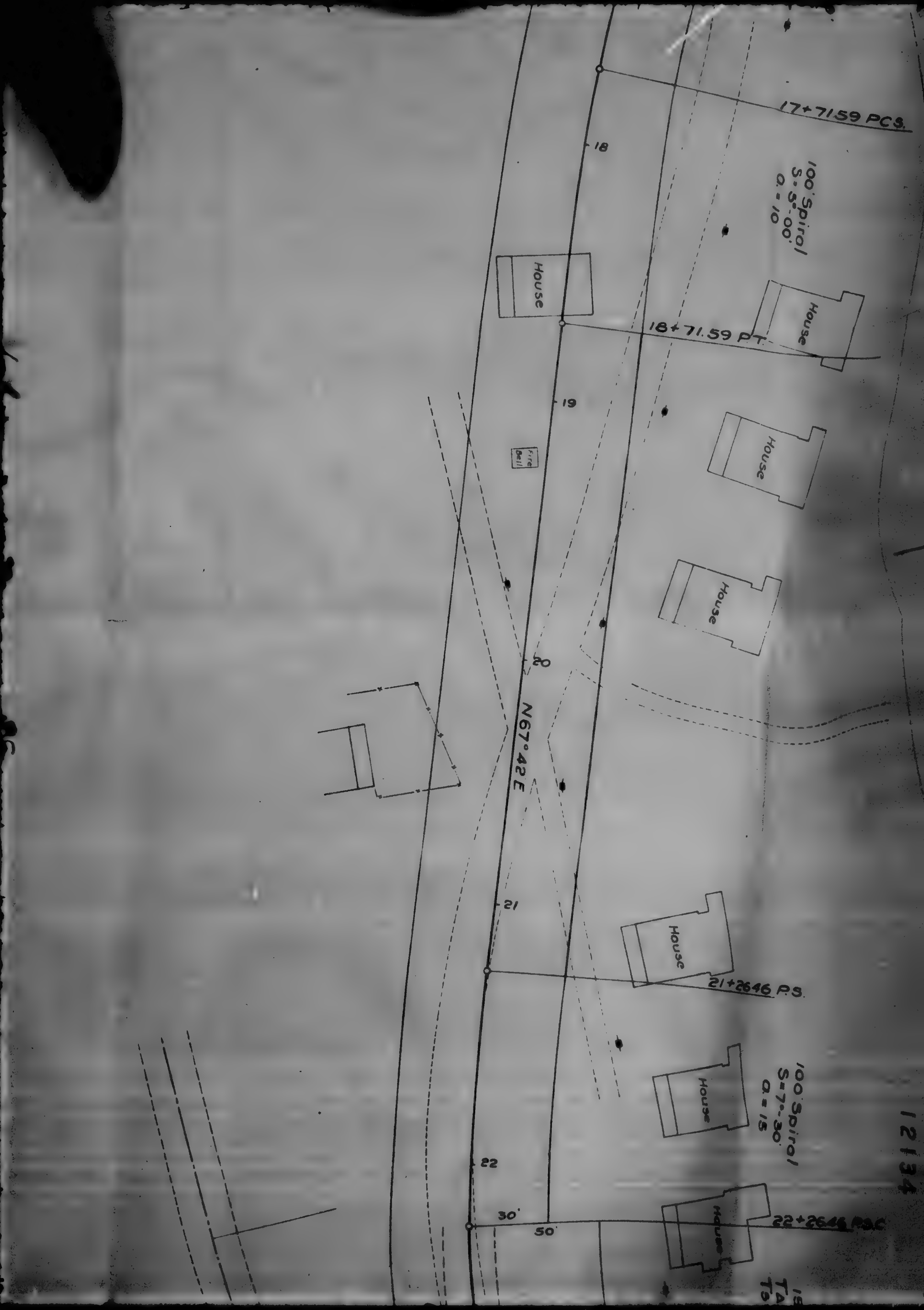

1054+30 P.O.C. =
2+80 P.R.C.
20° C.R
Δ = 19°-15'
S.T. = 48.58
3+76.25 P.T.
4+01.05 P.C.
20° C.L.
Δ = 19°-40'-40"
S.T. 49.68'
75
1056+44.12
4+99.44 P.C.C.
875
950
℄ Columbia River Highwa
0°12' C.L.
R.R. R/W Line
6
7
6" C.M.P.
F.L. 400
Depot

Red Figures are Average
Daily Traffic Volumes
Based on 1941 Data


BRIDAL VEIL
R.R. R/W Line?
24" Tile Culv.
F.L. 38.5
Relay Box
O.W.R.& N. CO.
Main Track
Passing Track
Proposed Future Track
160' Spiral
S=16°
a=12.5
11+12.82 P.C.S.
12+72.82 P.S.C.
20° C.R.
TΔ=45°16'40"
T=200.82
13+21.72 P
13+39.21 P.C.S
160' Spiral
S=16°
a=12.5


11+12.82 P.C.S.
Relay Box
O.W.R & N. CO. Main Track
Passing Track
Proposed Future Track
160' Spiral
S=16°
a=125
R.R. R/W Line
12+72.82 P.S.C.
20° C.R
TΔ=45°16'40"
T=200.82
13+21.72
13+39.21 P.C.S
160' Spiral
S=16°
a=12.5
14+99.21 P.T.
15+30.42
8 Garages
8 Garages
15
16
24
30'
30'
30'
Spiral


24'
15+30.42
8 Garages
8 Garages
30'
30'
30'
15
8'
15+
16
100' S. Spiral
S = 5°00'
a = 10.00'
16+11.76 P
Recreation Hall
75
17
10° C.L.
T.A = 25° 59'
T.S = 162.35
17+71.59 P.C.S.
18
100' Spiral
S = 5°00'
a = 10
House
18+71.59 P.T.
House
19
House
Fire Bell
House


17+71.59 P.C.S.
18
100' Spiral
S=5°-00'
a=10
House
18+71.59 P.T.
House
19
Fire Bell
House
House
20
N67°42'E
21
House
21+26.46 P.S.
100' Spiral
S=7°-30'
a=15
House
22
30'
50'
House
22+26.46 P.S.C.
15
TA
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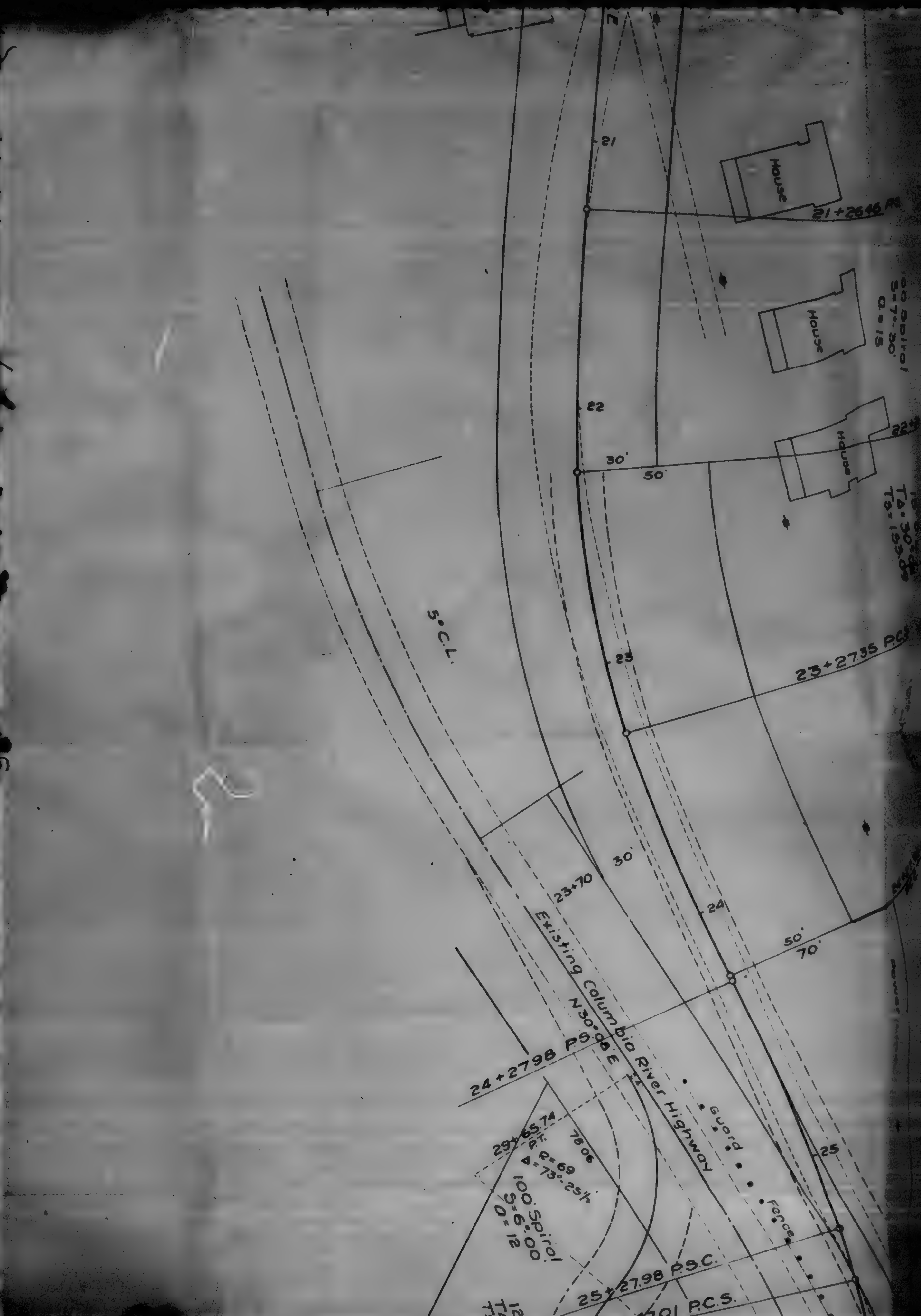21
House
21+26.46 P.S.
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S=7°-30'
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23
23+27.35 P.C.S.
30'
23+70
24
50'
70'
Existing Columbia River Highway
N30°00'E
24+27.98 P.S.
Guard
Fence
29+65.74
P.T.
78.06
R=69
Δ=73°-25½'
100' Spiral
S=6°00'
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25+27.98 P.S.C.
25+47.01 P.C.S.
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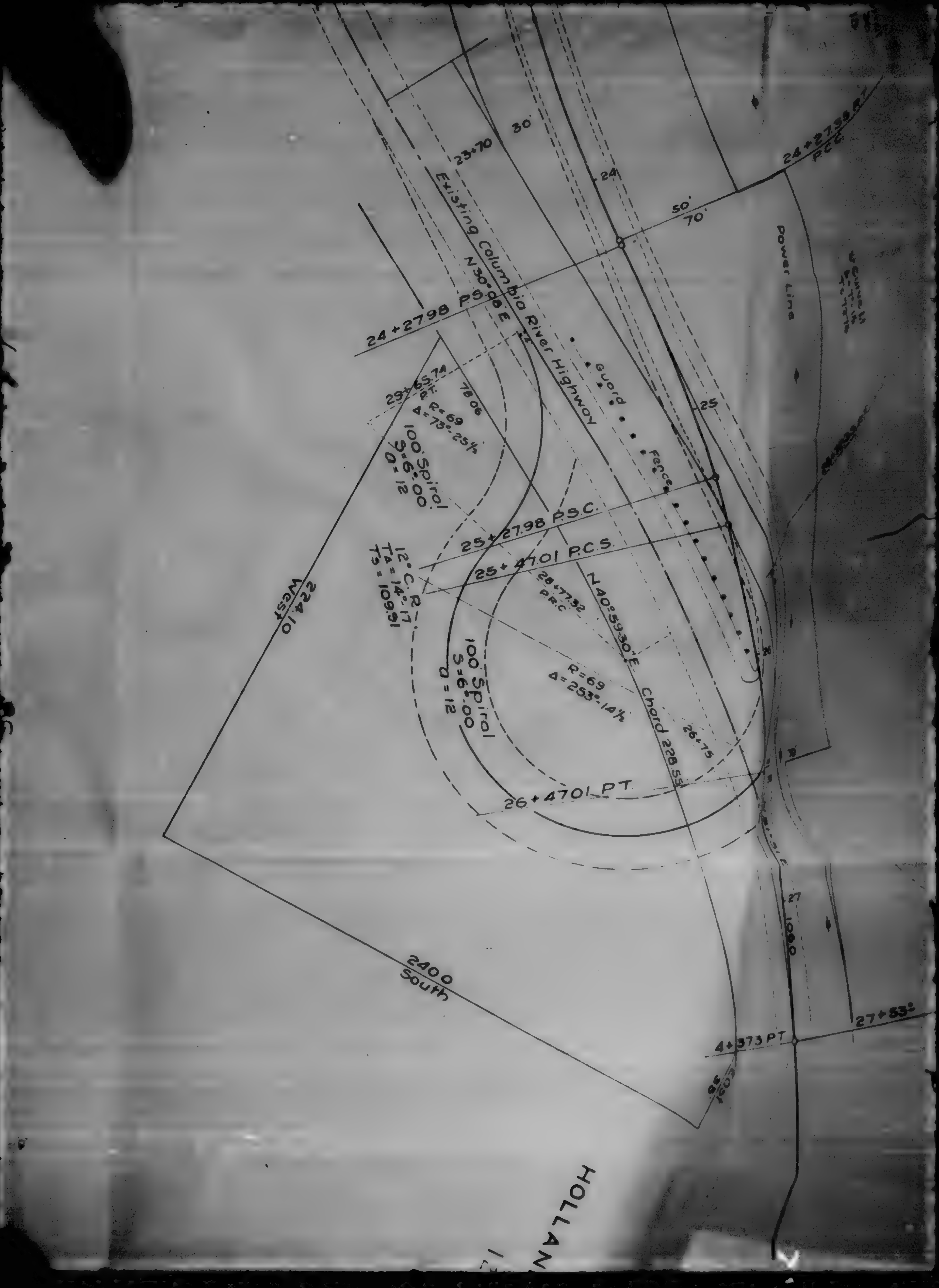
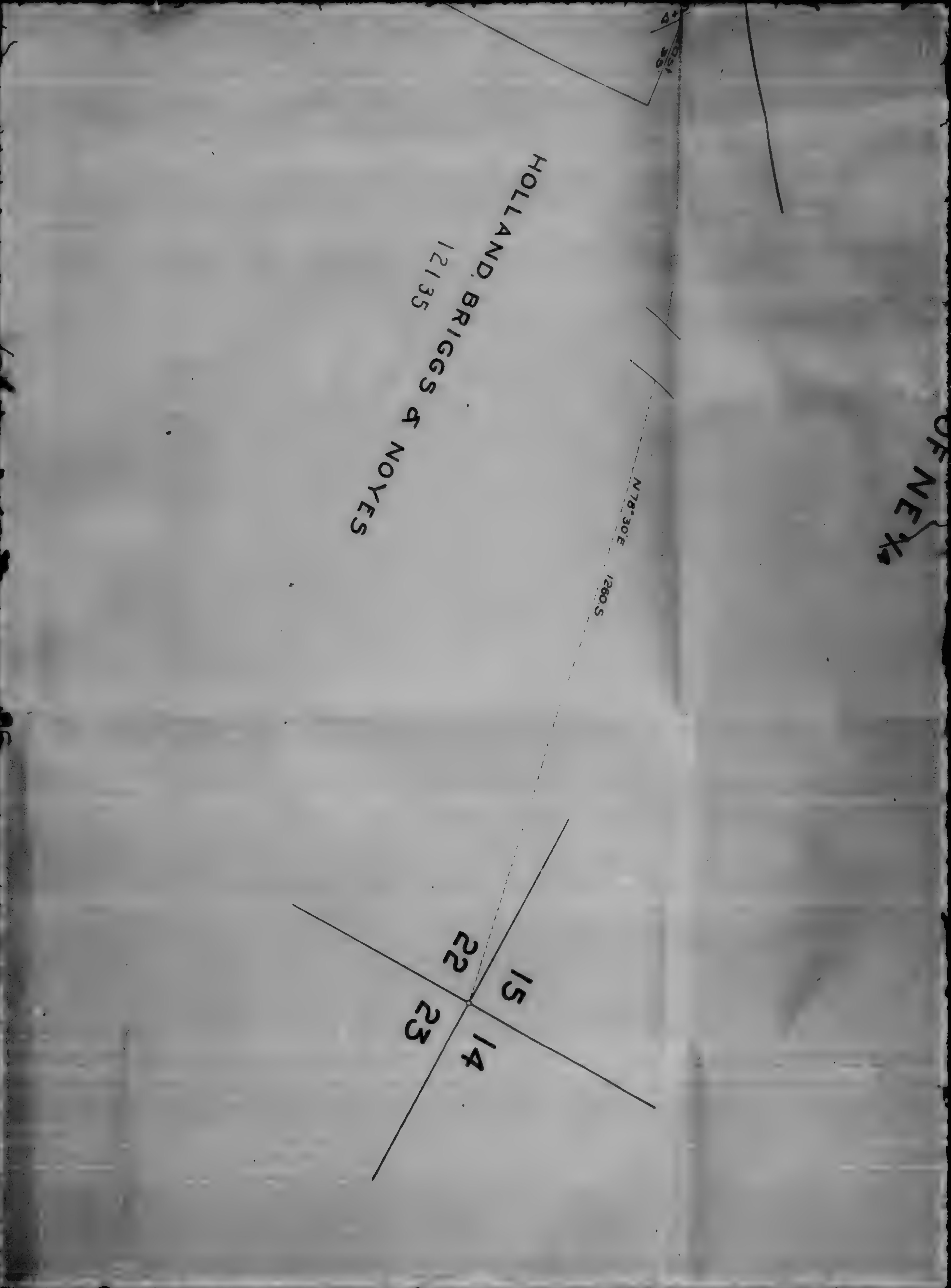

23+70
30'
24
24+27.39 P.T.
P.C.C.
50'
70'
Existing Columbia River Highway
N 30°08' E
24+27.98 P.S.
Power Line
Guard Fence
25
29+65.74 P.T.
78.06
R=69
Δ=73°-25½
100' Spiral
S=6°00
a=12
25+27.98 P.S.C.
25+47.01 P.C.S.
12° C. R.
TΔ=14°17
Ts=109.91
26+77.32 P.R.C.
N 40°59'30" E
R=69
Δ=253°-14½
Chord 228.55
100' Spiral
S=6°00
a=12
26+75
26
26+47.01 P.T.
2240 West
2400 South
27
1060
27+53
4+37.3 P.T.
HOLLAN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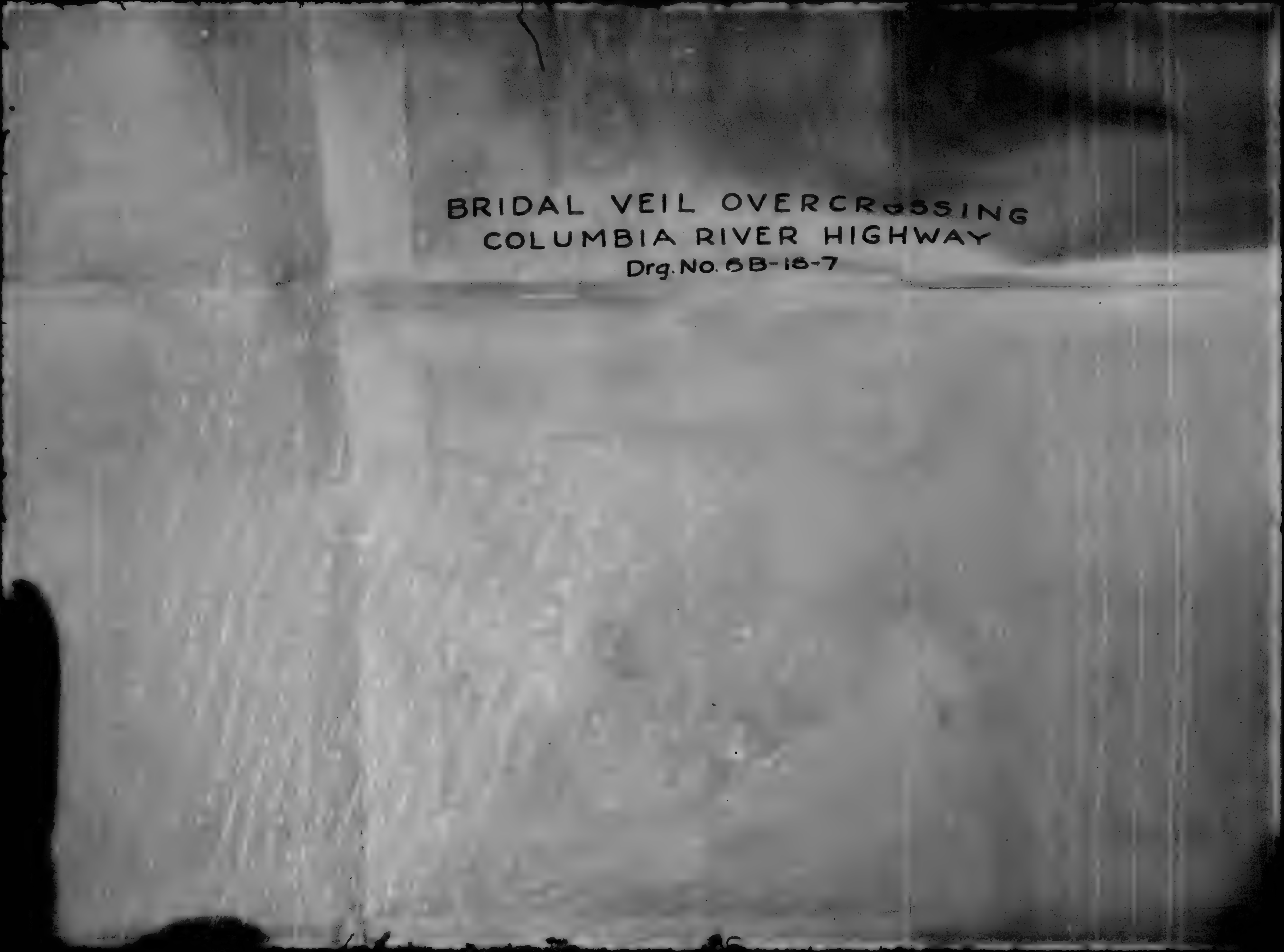

BRIDAL VEIL OVERCROSSING
COLUMBIA RIVER HIGHWAY
Drg. No. 6B-16-7

HT-1(1) Milwaukie-Estacada Sec., 1947
Clackamas Secon. Hwy.
#2897

Form E-1—[illegible]—8-41

H 7-11

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 3, 1949

Section Milwaukie-Estacada

Kind of work Regrading and Paving

Highway Clackamas Secondary

Section prefix 105-1029

Contractor Warren Northwest Co., Inc.

Contract number 2897

Date of contract April 24, 1947

Date of completion ...., 19...

Date work started May 9, 1947

Estimated date of completion June 10, 1948

Amount of contract $421,547.22

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $432,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $27,198.16, 99+ %

Date project was completed June 10, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Turk and party three days this week setting right of way pins and posts.

H. W. LIBBY

Signed Tom Opedal

Address P.O. Box 4644, Portland 2, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	21.7	22.8			
Miles partially completed	21.7	22.8			
Miles completed	21.7	22.8			
Total estimated quantities	43,000	49,000			49,000
Estimated quantities moved or placed to date	41,660	45,280			49,120
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., Car 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	rain		
Tuesday	Rain		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Clearing		
Saturday			

RECEIVED
DEC 5 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 13 [illegible]
FOR FILING

[illegible]

HF 1 (1)

2897

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Oct. 11, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	You. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	14182	2897	12-Final	Warren Northwest, Inc.	12,925.96	336350	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job has been accepted and time extension without penalty, as per your notice on file with us.

aaw

ACCOUNTING DIVISION

By________________
Bookkeeping Dept.

NOTED ON CARD
10-13-48

Approved________________
Secretary

RECEIVED
AUG 17 1948
FOR FILING

2F-1 (1)

August 16, 1948

United States Fidelity and Guaranty Co.
Baltimore 3, Md.

Gentlemen:

This to advise you that State Highway Contract No.2897 for work on the Milwaukie-Estacada Section of the Clackamas Secondary Highway, in Clackamas County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $12,925.96 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $422,790.16, of which amount $3,242.34 represents force account items. This contract was completed June 10, 1948 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: B. Roberts, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-16-48 gs

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NOV - 1
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CC R. H. Baldock

20

FINAL COST ANALYSIS

Milwaukie-Estacada Section
Contract #2897
HT-1-(1)

Warren Northwest, Contractor
Tom Opedal, Resident Engineer

Clackamas Secondary Highway
Prefix 103-1029-HT-1(1)

Item 2897	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All	All			$5,767.26	$14,000.00
*Extra Clearing & Grubbing	1.56	Acre	$286.65	$300.00	447.18	468.00
*Removal of Misc. Concrete and Masonry	82.53	Cu. Yd.	10.44	10.00	861.77	825.30
*Trench Excav., Unclass.	1,231.2	" "	3.20	0.75	3,935.74	923.40
*Gen'l. " "	41,681.1	" "	0.58	0.50	24,370.10	20,840.55
*Truck Haul (Truck Meas.)	28,136	Yd. Mi.	0.17	0.20	4,767.45	5,627.20
*Finish R/B & Slopes	21.31	Mile	440.80	600.00	9,393.45	12,786.00
*8" Perf. Corr. Metal Pipe	3,060	Lin. Ft.	1.57	1.35	4,810.56	4,131.00
*12" Corr. Metal Pipe	941	" "	2.05	1.77	1,924.73	1,665.57
*18" " " "	779	" "	2.89	2.64	2,253.66	2,056.56
*24" " " "	76	" "	4.29	3.70	326.06	281.20
*42" " " "	6	" "	11.72	12.20	70.31	73.20
*12" Concrete pipe	39	" "	1.31	1.39	51.06	54.21
*18" " "	810	" "	2.60	2.77	2,103.05	2,243.70
*48" " "	4	" "	12.65	17.03	50.60	68.12
*Salvage Culvert	77	" "	1.65	1.10	126.69	84.70
*Gravel Backfill in Drains	615	Cu. Yd.	4.02	3.00	2,473.54	1,845.00
Adjustment of Manholes	14	Each	30.26	30.00	423.62	420.00
" " Catch Basins	10	"	36.43	30.00	364.33	300.00
" " Monument Boxes	12	"	11.39	30.00	136.63	360.00
Spring Bracket Guard Rail	370	Lin. Ft.	4.01	2.25	1,485.15	832.50
Wood Sight Posts	86	Each	5.00	7.00	430.35	602.00
**Class "A" Concrete in Box Culvert	66.02	Cu. Yd.	50.07	65.00	3,305.57	4,291.30
**Metal Reinf. in Box Culvert	10,103	Lb.	0.10	0.10	1,028.79	1,010.30

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3"-0" Gravel in Base	30,321	Cu. Yd.	$1.54	$1.75	$46,722.75	$53,061.75
3/4"-0" Gravel in Leveling Course & Shoulders	15,203	" "	2.00	2.25	30,400.93	34,206.75
Sprinkling	559	M-Gal.	2.14	2.50	1,198.02	1,397.50
Class "B" Asphaltic Conc.	49,120.9	Ton	5.02	5.10	246,745.78	250,516.59
*PA #1, Fall & Dispose of Danger Trees	4	Each	46.70	50.00	186.79	200.00
*PA #2, Move Fence	All	L. S.			64.24	50.00
*PA #3, Lower Water Pipe	All	" "			42.83	41.00
PA #4, Catch Basin	5	Each	55.18	100.00	275.91	500.00
PA #5, Exc. Shldrs. for Pave.	8.52	Mile	92.71	100.00	789.89	852.00
*PA #6, Lower Drainage Ditch	All	L. S.			623.20	850.00
PA #7, Cement Adjustment in Favor of State	3.5	Bbl.		2.45		- 8.58
PA #9, 3/4"-0" Surplus in Stockpile	1,394	Cu. Yd.	1.07	1.50	1,491.64	2,091.00
Force Account					2,945.07	3,242.34
					$402,394.70	$422,790.16

Contractor	Cost	Revenue	Profit	% Profit
Warren Northwest	$331,867.01	$349,545.68	$17,678.67	5.1
J. M. Arenz	66,013.52	68,388.20	2,374.68	3.5
Perkins Bros.	4,514.17	4,856.28	342.11	7.0
Total	$402,394.70	$422,790.16	$20,395.46	

Total Net Profit Equals 4.8% of Gross Revenue

* Work done by sub-contractor J. M. Arenz.
** " " " " Perkins Bros.

Detail of Cost

Warren Northwest, Inc.

Labor:

Salaries	$3,863.28	
Supervision	9,483.69	
Labor	88,049.29	
Payroll Insurance - 5.25%	5,323.33	
		$106,719.59

Materials:

Asphalt	2,733.85	Ton at $18.00	$49,209.30	
Freight on Asphalt	2,733.85	" " 2.374	6,490.10	
Asphaltic Concrete	7,535	" " 4.25	32,023.75	
Plant Sand	2,885	Cu. Yd. at 0.685	1,977.42	
3"-0" Base Rock	2,524	" " " 1.25	3,155.00	
Class "A" Concrete	6.5	" " " 14.40	93.51	
Catch Basin Grates	5	Each at 18.50	92.50	
Guard Rail Mat'l.	370	Lin. Ft. at 1.397	516.75	
Wood Sight Posts	69	Each at 2.024	139.63	
Bitumuls	273	Gal. at 0.202	55.17	
				93,753.13

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$62,723.53	
" " , Hired	1,040.26	
Hired Truck	30,734.92	
Gas, Oil and Grease	6,062.27	
Diesel Fuel for Drier	7,712.00	
Bond	3,161.68	
P.L. & P.D. Insurance	3,463.01	
Move In, Freight and Cartage	2,904.48	
Small Tools & Misc. Supplies	3,105.77	
Home Office and General Overhead - 3%	10,486.37	
		131,394.29

Total Cost........................$331,867.01

Detail of Cost

J. M. Arenz, Sub-contractor

Labor:

Supervision	$4,268.90	
Labor	23,229.82	
Payroll Insurance - 8.5%	2,337.39	
		$29,836.11

Materials:

8" Perf. Corr. Metal Pipe	3,060 lin. ft. at $0.94	$2,876.40	
8" Bands	158 each at 1.37	216.46	
12" Corr. Metal Pipe	941 lin. ft. at 1.22	1,148.02	
12" Bands	53 each at 1.54	81.62	
18" Corr. Metal Pipe	779 lin. ft. at 1.75	1,363.25	
18" Bands	41 each at 2.56	104.96	
24" Corr. Metal Pipe	76 lin. ft. at 2.72	206.72	
24" Bands	5 each at 3.21	16.05	
42" Corr. Metal Pipe	6 lin. ft. at 6.12	36.72	
42" Bands	1 each at 5.86	5.86	
12" Concrete Pipe	39 lin. ft. at 0.83	32.37	
18" " "	810 lin. ft. at 1.69	1,368.90	
48" " "	4 each at 6.90	27.60	
Gravel Backfill	615 cu. yd. at 1.25	768.75	
Misc. Mat'l. for Spring Box		11.14	
			8,264.82

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$10,506.25	
Equipment Rental, Hired	7,286.11	
Gas, Oil and Grease	2,984.14	
Sub-contract on Spring Box	193.07	
Small Tools and Misc. Supplies	1,649.00	
Move In, Freight & Cartage	1,843.00	
Explosives and Drill Steel	90.00	
P.L. & P.D. Insurance	684.46	
Bond	624.91	
Home Office & General Overhead - 3%	2,051.65	
		27,912.59

Total Cost $66,013.52

Detail of Cost

Perkins Bros.

Labor:			
Labor and Supervision		$1,979.28	
Payroll Insurance - 8.5%		168.23	
			$2,147.51
Materials:			
Concrete	66.1 Cu. Yd. at $10.80	$713.88	
Reinforcing Steel	10,103 Lb. at $0.0578	583.95	
			1,297.83
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$193.93	
Equipment Rental, Hired		133.50	
Gas, Oil and Grease		36.50	
Lumber and Nails		382.02	
Freight		14.94	
P.L. & P.D. Insurance		79.65	
Sub-contract (Finishing)		82.60	
Home Office & General Overhead - 3%		145.69	
			1,068.83
Total Cost			$4,514.17

Breakdown of Paving Costs

The contractor purchased 7,535 tons of asphaltic concrete from Portland Roads and Driveways to pave the section from the city of Milwaukie to the intersection with the Cascade Highway. For the section from the Cascade Highway through the city of Estacada the contractor produced 41,586 tons of asphaltic concrete with his own plant which he set up at the gravel pit 0.26 mile south of Barton.

The following is a breakdown of costs on the material produced from the contractor's own plant:

	Cost	Quantity	Unit Cost
Move In and Set Up	$6,338.71	41,586 Ton	$0.15
Charge Plant	5,906.98	" "	0.14
Heat and Mix	42,336.20	" "	1.02
Haul to Road	19,282.90	" "	0.46
Street Work	32,604.09	" "	0.79
Asphalt 61-70	49,209.30	" "	1.18
Freight on Asphalt	6,490.10	" "	0.16
Aggregate and Sand	44,619.42	" "	1.07
	$206,787.70	41,586 Ton	$4.97

Operating time 575 hours, average production 72 tons per hour. Average haul to road 5.01 miles, cost $0.09 per ton mile. Aggregate was produced by contractor's crusher from Barton gravel pit. Plant sand was purchased. Asphalt was hauled from Willbridge in transports.

Remarks:

This was a "Federal Aid Timber Access Road Project". The contract, calling for 22.8 miles of widening and resurfacing of existing roadbed and pavement, was bid and awarded April 24th, 1947. Construction was started May 9th, 1947, and completed June 10th, 1948.

Clearing and grubbing consisted mostly of heavy brush along fence rows and ditch lines with some second growth fir in the line changes. Clearing was done in a large part with two small tractors equipped with clearing dozers. Only a small amount of hand labor was used for slashing and burning and this item was done at a low cost.

Earthwork under general excavation consisted largely of shoulder excavation. The material was bladed from the edges of the old pavement to widen the roadbed. This work was done with two motor graders. Grading of line changes was done with tractor and scrapers; also some grading was done with trucks and shovel.

Much of the trench excavation was for culvert pipe across the existing roadway so the trench had to be dug half way across the road. The pipe was placed and the trench backfilled, then traffic was diverted to this side of the roadway while the other half of the trench was dug and pipe placed. This material was hard to dig and production was low because of a heavy volume of logging truck traffic. Most of the trench excavation was done with a ½-yard trench hoe. The contractor's bid price on trench excavation was too low and a large loss was suffered on this item.

The clearing and grubbing, earthwork and pipe items were done by sub-contractor J. M. Arenz. This sub-contractor had good equipment but extremely poor supervision and inefficient labor made his costs high and a loss on most of his items was suffered.

The contractor set up a crushing plant in the state-owned gravel pit 0.26 mile south of Barton. From this pit the contractor crushed all of the rock and aggregate with the exception of 2,524 cubic yards of 3" - 0" base which was purchased from a commercial plant. The material in this pit was tightly cemented and hard to dig, also several springs developed in the pit and some difficulty was encountered with wet, sticky material. A shovel and two trucks loaded and hauled material to the crusher and a dozer fed the crusher. Asphaltic concrete aggregate was stockpiled adjacent to the crusher, road rock was hauled from the bunker to the road when possible, about 5,000 cu. yds. of 3" - 0" and 9,000 cu. yds. of 3/4" - 0" was stockpiled adjacent to the plant, reloaded and hauled to the road. Crushing operations started July 21st, 1947, and were completed December 10th, 1947. A total of 78,800 cu. yds. of crushed rock was produced in 1,131 hours of operating time for an average production of 70 cu. yds. per hour.

A 3,000-lb. asphaltic concrete plant was set up at the gravel pit near the crushing plant. While this plant was being erected the contractor purchased asphaltic concrete from a commercial plant and paved the section of the project from Milwaukie to the Cascade Highway. Production of asphaltic concrete with the contractor's plant began August 21st, 1947. Some time was lost due to a shortage of asphalt and considerable time was lost due to inclement weather in the month of October. Paving operations were suspended for the winter on October 31st, and paving was completed in May of 1948.

The contractor had good supervision and fair equipment, with a well organized paving crew. Costs would have been somewhat lower if the project could have been completed the first year.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

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JUL 19 1948
FOR FILING

2T-1 (1)

2897

July 13, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 2897, covering regrading and paving on the Milwaukie-Estacada Section of Clackamas Secondary Highway, Clackamas County. This payment, in the amount of $2,704.22, will be made on or after July 23, 1948. The retained percentage amounts to $12,676.21.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

G

Secretary

gl

cc: B. Roberts, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD

7-13-48 gl

95

RECEIVED
JUN 18 1948
FOR FILING

HT-9(1)

June 17, 1948

United States Fidelity and Guaranty Company
W. Talbot Sinclair, Manager
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2897 for regrading and paving on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County. This payment, which is in the amount of $43,161.36, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $12,592.58. The present payment to the contractor will be made on or after June 28, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: B. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

NOTED ON CARD

6-17-48

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JUN 14 1948
FOR FILING

HT-1 (1)

T. 2877

June 11, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1948, on Contract No. 2897, Milwaukie-Estacada Section, in connection with Federal Aid Project No. HT-1 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc to C. H. Armstrong

RECEIVED
FEB 20 1948
FOR FILING

HI-1(1)

February 19, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 3, 1948, had under discussion your request for an extension of time of 242 days, from November 1, 1947 to June 30, 1948, within which to complete your contract No. 2897 for the Milwaukie-Estacada Section of the Clackamas Secondary Highway, in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. C. Skelton,
Division Engineer

H. C. Smith

NOTED ON CARD

2-19-48

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FEB 2 1948
FOR FILING

HT-1 (1)

January 29, 1948

Oregon State Highway Commission

[redacted]

Warren Northwest, Inc. has requested an extension of time on contract No. 2697, Milwaukie-Estacada Section of the Clackamas Secondary Highway, from October 31, 1947 to June 30, 1948.

The contractor had less than thirty days work remaining on the project when adverse weather caused him to discontinue work in October. It is believed that the contractor made every effort to complete within the specified time limit. Furthermore, the traveling public has not been inconvenienced inasmuch as the road was placed in good shape to carry traffic during the winter months.

It is recommended that this extension of time be granted without penalty. This recommendation is concurred in by Mr. T. M. Davis, District Engineer, Public Roads Administration.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

RECEIVED
JAN 6 1948
FOR FILING

HT-1 (1)

file

January 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of December 18, 1947 requesting concurrence in a revision of the time extension to June 30, 1948 for the Warren Northwest Inc., contractors on Oregon Timber Access Project HT-1(1), Milwaukie - Estacada Section.

In view of the extreme wet weather during the month of October, making the placing of the pavement impossible, and since the contractor has placed sufficient base course so that there will be no delays to logging traffic during the winter, we will recommend for approval the extension to June 30, 1948, without penalty, as requested.

Very truly yours,

T. M. DAVIS
District Engineer.

Original to H. G. Smith

RECEIVED
DEC 19 1947
FOR FILING

HT-1-1

#2897

December 18, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

On October 16, we wrote you requesting your concurrence in an extension of time on Contract No. 2897, Milwaukie-Estacada Section of the Clackamas Secondary Highway, HT-1 (1), from October 31, 1947, to November 30, 1947, to Warren Northwest, Inc., contractors.

We did not receive a reply to this letter and, due to the fact that the contractors were unable to complete their project by November 30, we have cancelled their previous request and now ask your concurrence in an extension of time from October 31, 1947, to June 30, 1948.

The contractor made every reasonable effort to expedite the work, but was held up due to the inability to secure skilled labor, and also to a shortage of asphalt during the month of September. He purchased 10,000 tons of material from a permanent plant in order to enable him to continue operations while his own plant was being removed.

Also, exceptionally heavy October rains prevented completion of this project.

It is requested that this request be granted without penalty.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
DEC 23 1947
FOR FILING

HT-1 (1)

2877

December 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7, covering the resloping of a slide area at Stations 643+50 to 644+70 on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County, Contract No. 2877, in connection with Federal Aid Project HT-1 (1).

This work is necessary reshape cutbank where slide has occurred.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:gs

Encl.

FORM E-157X 1M REVISED 10-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

HT-1(a)

RECEIVED
NOV 6 1947
FOR FILING

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

KW

November 5, 1947

IN REPLY PLEASE
REFER TO FILE NO

Warren Northwest, Inc.
9860 N.E. Hancock Dr.
Portland, Oregon

Attn: J. R. Wininger

NOTE
W. C. WILLIAMS

Gentlemen:

Confirming my conversation with you on October 30th, please be advised that Mr. R. H. Baldock, State Highway Engineer, has directed that asphalt paving work on your contract 2897 on the Milwaukie-Estacada Section of the Clackamas Secondary Highway be discontinued for this season on October 31st, or as soon thereafter as the existing top course can be squared up and left in a satisfactory condition.

Shoulders on that portion of the paving that has been completed should be completed, and shoulders on the section that you have completed only the base lift should be brought up to this level, and left in a safe condition until the paving work can be completed. Such other work as you can do on your contract may be continued.

It is suggested that you prepare and submit a standard Extension of Time Request Form for the extension of completion date on your contract, until such a time next spring that you estimate the job can be completed.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
cc: R. H. Baldock ✓
H. G. Smith
Tom Opedal

RECEIVED
NOV 6 1947
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

HT-1(1)

October 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of substitute estimate for the Milwaukie-Estacada Timber Access Road, Project No. H.T.-1 (1).

Very truly yours

W. C. Williams
Acting State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Access Road
Project No. E.T.-1 (1)

MILWAUKIE-ESTACADA TIMBER ACCESS ROAD

IN CLACKAMAS COUNTY

(Substitute Estimate for Submission of Vouchers)

Salem, Oregon, October 1, 1947

INSIDE MILWAUKIE

(Sta. 0+00 to 2+26)(Sta. 6+12 to 18+60)(20' Pavement)
(Contract No. 2897)

10	cu. yds.	Trench Excavation, Unclassified	$ 0.75	$ 7.50
500	cu. yds.	General Excavation, Unclassified	0.50	250.00
200	yd. mi.	Truck Haul	0.20	40.00
0.1	mile	Finishing Roadbed and Slopes	600.00	60.00
3	only	Adjustment of Manholes	30.00	90.00
3	only	Adjustment of Catch Basins	30.00	90.00
2	only	Adjustment of Monument Boxes	30.00	60.00
900	cu. yds.	3" - 0" Gravel in Base	1.75	1,575.00
200	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	450.00
250	M-gals.	Sprinkling	2.50	625.00
800	tons	Class "B" Asphaltic Concrete	5.10	4,080.00
			Subtotal	$ 7,327.50
			10% Engr. & Cont.	732.75
			Total	$ 8,060.25

Length of Roadway	0.279 mile
Cost per mile	$28,889.78

(Sta. 18+60 to 49+92)(30' Pavement)(Contract No. 2897)

4	only	Adjustment of Manholes	$ 30.00	$ 120.00
1,100	tons	Class "B" Asphaltic Concrete	5.10	5,610.00
			Subtotal	$ 5,730.00
			10% Engr. & Cont.	573.00
			Total	$ 6,303.00

Length of Roadway	0.593 mile
Cost per mile	$10,629.00

(Sta. 3+14 to 6+17)(46' Pavement)(Contract No. 2497)

2	only	Adjustment of Manholes	$ 30.00	$ 60.00
1	only	Adjustment of Monument Boxes	30.00	30.00
200	tons	Class "B" Asphaltic Concrete	5.10	1,020.00
			Subtotal	$ 1,110.00
			10% Engr. & Cont.	111.00
			Total	$ 1,221.00

Length of Roadway 0.057 mile
Cost per mile $21,421.05

OUTSIDE CITY

(Sta. 49+97 to 206+80)(Sta. 255+50 to 1241+50)(Sta. 1249+00 to 1257+00)(20' Pavement)(Contract No. 2497)

All Required		Clearing and Grubbing		$ 14,000.00
2	acres	Extra Clearing and Grubbing	$ 300.00	600.00
4	cu. yds.	Removal of Miscellaneous Concrete and Masonry	10.00	40.00
550	lin. ft.	Reestablishing Guard Rail	0.58	319.00
990	cu. yds.	Trench Excavation, Unclassified	0.75	742.50
42,500	cu. yds.	General Excavation, Unclassified	0.50	21,250.00
31,800	yd. mi.	Truck Haul (Truck Measure)	0.20	6,360.00
21.6	miles	Finishing Roadbed and Slopes	600.00	12,960.00
3,500	lin. ft.	8" Perforated Corrugated Metal Pipe	1.35	4,725.00
40	lin. ft.	8" Sewer Pipe	0.78	31.20
700	lin. ft.	12" Corr. Metal Pipe	1.77	1,239.00
670	lin. ft.	18" Corr. Metal Pipe	2.64	1,768.80
100	lin. ft.	24" Corr. Metal Pipe	3.70	370.00
10	lin. ft.	42" Corr. Metal Pipe	12.20	122.00
50	lin. ft.	12" Concrete Pipe	1.39	69.50
900	lin. ft.	18" Concrete Pipe	2.77	2,493.00
4	lin. ft.	48" Concrete Pipe	17.03	68.12
66	lin. ft.	Salvaging Culvert Pipe	1.10	72.60
800	cu. yds.	Gravel Backfill in Drains	3.00	2,400.00
1	only	Adjustment of Catch Basin	30.00	30.00
1	only	Adjustment of Monument Boxes	30.00	30.00
800	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.25	1,800.00
60	only	Wood Sight Posts	7.00	420.00
70	cu. yds.	Class "A" Concrete in Box Culvert	65.00	4,550.00
11,300	lbs.	Metal Reinforcement	0.10	1,130.00
39,100	cu. yds.	3" - 0" Gravel in Base	1.75	68,425.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	19,800.00
950	M-gals.	Sprinkling	2.50	2,375.00
46,600	tons	Class "B" Asphaltic Concrete	5.10	237,660.00
			Subtotal	$405,850.72
			10% Engr. & Cont.	40,585.07
			Total	$446,435.79

Length of Roadway 21.706 miles
Cost per mile $20,567.39

(Sta. 1241+50 to 1249+00)(30' Pavement)(Contract No. 2897)

300	tons	Class "B" Asphaltic Concrete	$ 5.10	$ 1,530.00
			Subtotal	$ 1,530.00
			10% Engr. & Cont.	153.00
			Total	$ 1,683.00

Length of Roadway 0.142 mile
Cost per mile $11,852.11

**Deep Creek Bridge (Sta. 731+41.5 to 733+07.5)
(Contract No. 2926)**

All Required		Removal of Old Bridge and Provision for Traffic		$ 5,500.00
All Required		Shoring, Cribbing, Etc.		1,200.00
35	cu. yds.	Structural Excavation	$ 5.00	175.00
10	cu. yds.	Structural Excavation Below Elevations Shown	5.00	50.00
310	cu. yds.	Class "A" Concrete	56.00	17,360.00
62,000	lbs.	Metal Reinforcement	0.095	5,890.00
360	lin. ft.	Metal Handrail	10.00	3,600.00
				$ 33,775.00

**Rock Creek Bridge (Sta. 426+19 to 428+01)
(Contract No. 2942)**

All Required		Removal of Old Bridge		$ 3,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
110	cu. yds.	Structural Excavation	$ 6.00	660.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
102,000	lbs.	Metal Reinforcement	0.10	10,200.00
390	lin. ft.	Metal Handrail	10.00	3,900.00
				$ 43,910.00

Bridge (Sta. 1021+09 to 1024+03)

All Required	Repair Bridge		$ 8,000.00
		Subtotal	$ 85,685.00
		10% Engr. & Cont.	8,568.50
		Total	$ 94,253.50

Length of Bridges 0.125 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Access Road Funds	State Funds
Inside City			
20' Pavement	$ 8,060.25	$ 3,973.00	$ 4,087.25
30' Pavement	6,303.00	3,107.00	3,196.00
46' Pavement	1,221.00	602.00	619.00
Outside City			
20' Pavement	446,435.79	220,035.00	226,400.79
30' Pavement	1,683.00	829.00	854.00
Bridges	94,253.50	46,454.00	47,799.50
	$557,956.54	$275,000.00	$282,956.54

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Access Road
Project No. H.T.-1 (1)

MILWAUKIE-ESTACADA TIMBER ACCESS ROAD

IN CLACKAMAS COUNTY

(Substitute Estimate for Submission of Vouchers)

Salem, Oregon, October 1, 1947

INSIDE MILWAUKIE

(Sta. 0+00 to 2+26)(Sta. 6+12 to 18+60)(20' Pavement)
(Contract No. 2897)

10	cu. yds.	Trench Excavation, Unclassified	$ 0.75	$ 7.50
500	cu. yds.	General Excavation, Unclassified	0.50	250.00
200	yd. mi.	Truck Haul	0.20	40.00
0.1	mile	Finishing Roadbed and Slopes	600.00	60.00
3	only	Adjustment of Manholes	30.00	90.00
3	only	Adjustment of Catch Basins	30.00	90.00
2	only	Adjustment of Monument Boxes	30.00	60.00
900	cu. yds.	3" - 0" Gravel in Base	1.75	1,575.00
200	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	450.00
250	M-gals.	Sprinkling	2.50	625.00
800	tons	Class "B" Asphaltic Concrete	5.10	4,080.00
			Subtotal	$ 7,327.50
			10% Engr. & Cont.	732.75
			Total	$ 8,060.25

Length of Roadway 0.279 mile
Cost per mile $28,889.78

(Sta. 18+60 to 49+92)(30' Pavement)(Contract No. 2897)

4	only	Adjustment of Manholes	$ 30.00	$ 120.00
1,100	tons	Class "B" Asphaltic Concrete	5.10	5,610.00
			Subtotal	$ 5,730.00
			10% Engr. & Cont.	573.00
			Total	$ 6,303.00

Length of Roadway 0.593 mile
Cost per mile $10,629.00

(Sta. 3+14 to 6+12)(46' Pavement)(Contract No. 2897)

2	only	Adjustment of Manholes	$ 30.00	$ 60.00
1	only	Adjustment of Monument Boxes	30.00	30.00
200	tons	Class "B" Asphaltic Concrete	5.10	1,020.00
			Subtotal	$ 1,110.00
			10% Engr. & Cont.	111.00
			Total	$ 1,221.00

Length of Roadway	0.057 mile
Cost per mile	$21,421.05

OUTSIDE CITY

(Sta. 49+92 to 206+80)(Sta. 253+50 to 1241+50)(Sta. 1249+00 to 1257+00)(20' Pavement)(Contract No. 2897)

All Required		Clearing and Grubbing		$ 14,000.00
2	acres	Extra Clearing and Grubbing	$ 300.00	600.00
4	cu. yds.	Removal of Miscellaneous Concrete and Masonry	10.00	40.00
550	lin. ft.	Reestablishing Guard Rail	0.58	319.00
990	cu. yds.	Trench Excavation, Unclassified	0.75	742.50
42,500	cu. yds.	General Excavation, Unclassified	0.50	21,250.00
31,800	yd. mi.	Truck Haul (Truck Measure)	0.20	6,360.00
21.6	miles	Finishing Roadbed and Slopes	600.00	12,960.00
3,500	lin. ft.	8" Perforated Corrugated Metal Pipe	1.35	4,725.00
40	lin. ft.	8" Sewer Pipe	0.78	31.20
700	lin. ft.	12" Corr. Metal Pipe	1.77	1,239.00
670	lin. ft.	18" Corr. Metal Pipe	2.64	1,768.80
100	lin. ft.	24" Corr. Metal Pipe	3.70	370.00
10	lin. ft.	42" Corr. Metal Pipe	12.20	122.00
50	lin. ft.	12" Concrete Pipe	1.39	69.50
900	lin. ft.	18" Concrete Pipe	2.77	2,493.00
4	lin. ft.	48" Concrete Pipe	17.03	68.12
66	lin. ft.	Salvaging Culvert Pipe	1.10	72.60
800	cu. yds.	Gravel Backfill in Drains	3.00	2,400.00
1	only	Adjustment of Catch Basin	30.00	30.00
1	only	Adjustment of Monument Boxes	30.00	30.00
800	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.25	1,800.00
60	only	Wood Sight Posts	7.00	420.00
70	cu. yds.	Class "A" Concrete in Box Culvert	65.00	4,550.00
11,300	lbs.	Metal Reinforcement	0.10	1,130.00
39,100	cu. yds.	3" - 0" Gravel in Base	1.75	68,425.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	19,800.00
950	M-gals.	Sprinkling	2.50	2,375.00
46,600	tons	Class "B" Asphaltic Concrete	5.10	237,660.00
			Subtotal	$405,850.72
			10% Engr. & Cont.	40,585.07
			Total	$446,435.79

Length of Roadway 21.706 miles
Cost per mile $20,567.39

(Sta. 1241+50 to 1249+00)(30' Pavement)(Contract No. 2897)

300	tons	Class "B" Asphaltic Concrete	$ 5.10	$ 1,530.00
		Subtotal		$ 1,530.00
		10% Engr. & Cont.		153.00
		Total		$ 1,683.00

Length of Roadway 0.142 mile
Cost per mile $11,852.11

Deep Creek Bridge (Sta. 731+41.5 to 734+07.5)
(Contract No. 2926)

All Required		Removal of Old Bridge and Provision for Traffic		$ 5,500.00
All Required		Shoring, Cribbing, Etc.		1,200.00
35	cu. yds.	Structural Excavation	$ 5.00	175.00
10	cu. yds.	Structural Excavation Below Elevations Shown	5.00	50.00
310	cu. yds.	Class "A" Concrete	56.00	17,360.00
62,000	lbs.	Metal Reinforcement	0.095	5,890.00
360	lin. ft.	Metal Handrail	10.00	3,600.00
				$ 33,775.00

Rock Creek Bridge (Sta. 426+19 to 428+01)
(Contract No. 2942)

All Required		Removal of Old Bridge		$ 3,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
110	cu. yds.	Structural Excavation	$ 6.00	660.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
102,000	lbs.	Metal Reinforcement	0.10	10,200.00
390	lin. ft.	Metal Handrail	10.00	3,900.00
				$ 43,910.00

Bridge (Sta. 1021+09 to 1024+03)

All Required		Repair Bridge		$ 8,000.00
		Subtotal		$ 85,685.00
		10% Engr. & Cont.		8,568.50
		Total		$ 94,253.50

Length of Bridges 0.125 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Access Road Funds	State Funds
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20' Pavement	$ 8,060.25	$ 3,973.00	$ 4,087.25
30' Pavement	6,303.00	3,107.00	3,196.00
46' Pavement	1,221.00	602.00	619.00
Outside City			
20' Pavement	446,435.79	220,035.00	226,400.79
30' Pavement	1,683.00	829.00	854.00
Bridges	94,253.50	46,454.00	47,799.50
	$557,956.54	$275,000.00	$282,956.54

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Access
Project No. H.T.-1 (1)

MILWAUKIE-ESTACADA TIMBER ACCESS ROAD

IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 5, 1947

INSIDE MILWAUKIE

(Sta. 0+00 to 2+26) (Sta. 6+12 to 18+60) (20' Pavement) (Contract No. 2897)

10	cu. yds.	Trench Excavation, Unclassified	$ 0.75	$ 7.50
500	cu. yds.	General Excavation, Unclassified	0.50	250.00
200	yd. mi.	Truck Haul	0.20	40.00
0.1	mile	Finishing Roadbed and Slopes	600.00	60.00
3	only	Adjustment of Manholes	30.00	90.00
3	only	Adjustment of Catch Basins	30.00	90.00
2	only	Adjustment of Monument Boxes	30.00	60.00
900	cu. yds.	3" - 0" Gravel in Base	1.75	1,575.00
200	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	450.00
250	M-gals.	Sprinkling	2.50	625.00
800	tons	Class "B" Asphaltic Concrete	5.10	4,080.00
			Subtotal	$ 7,327.50
			10% Engr. & Cont.	732.75
			Total	$ 8,060.25

Length of Roadway 0.279 mile
Cost per mile $28,889.78

(Sta. 18+60 to 49+92) (30' Pavement) (Contract No. 2897)

4	only	Adjustment of Manholes	$30.00	$ 120.00
1,100	tons	Class "B" Asphaltic Concrete	5.10	5,610.00
			Subtotal	$ 5,730.00
			10% Engr. & Cont.	573.00
			Total	$ 6,303.00

Length of Roadway .593 mile
Cost per mile $10,629.00

(Sta. 3+14 to 6+12) (46' Pavement) (Contract No. 2897)

2	only	Adjustment of Manholes	$30.00	$ 60.00
1	only	Adjustment of Monument Boxes	30.00	30.00
200	tons	Class "B" Asphaltic Concrete	5.10	1,020.00
			Subtotal	$ 1,110.00
			10% Engr. & Cont.	111.00
			Total	$ 1,221.00

Length of Roadway	0.057 mile
Cost per mile	$21,421.05

OUTSIDE OF CITY

(Sta. 49+92 to 206+80) (Sta. 253+50 to 1241+50)
(Sta. 1249+00 to 1257+00) (20' Pavement)
(Contract No. 2897)

All Required		Clearing and Grubbing		$ 14,000.00
2	acres	Extra Clearing and Grubbing	$300.00	600.00
4	cu. yds.	Removal of Miscellaneous Concrete and Masonry	10.00	40.00
550	lin. ft.	Re-establishing Guard Rail	0.58	319.00
990	cu. yds.	Trench Excavation, Unclassified	0.75	742.50
42,500	cu. yds.	General Excavation, Unclassified	0.50	21,250.00
31,800	yd. mi.	Truck Haul (Truck Measure)	0.20	6,360.00
216	miles	Finishing Roadbed and Slopes	600.00	12,960.00
3,500	lin. ft.	8" Perforated Corrugated Metal Pipe	1.35	4,725.00
40	lin. ft.	8" Sewer Pipe	0.78	31.20
700	lin. ft.	12" Corrugated Metal Pipe	1.77	1,239.00
670	lin. ft.	18" Corrugated Metal Pipe	2.64	1,768.80
100	lin. ft.	24" Corrugated Metal Pipe	3.70	370.00
10	lin. ft.	42" Corrugated Metal Pipe	12.20	122.00
50	lin. ft.	12" Concrete Pipe	1.39	69.50
900	lin. ft.	18" Concrete Pipe	2.77	2,493.00
4	lin. ft.	48" Concrete Pipe	17.03	68.12
66	lin. ft.	Salvaging Culvert Pipe	1.10	72.60
800	cu. yds.	Gravel Backfill in Drains	3.00	2,400.00
1	only	Adjustment of Catch Basins	30.00	30.00
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60	only	Wood Sight Posts	7.00	420.00
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950	M-gals.	Sprinkling	2.50	2,375.00
46,600	tons	Class "B" Asphaltic Concrete	5.10	237,660.00
			Subtotal	$ 405,850.72
			10% Engr. & Cont.	40,585.07
			Total	$ 446,435.79

Length of Roadway 21.706 miles
Cost per mile $20,567.39

(Sta. 1241+50 to 1249+00) (30' Pavement) (Contract No. 2897)

300	tons	Class "B" Asphaltic Concrete	$ 5.10	$ 1,530.00
		Subtotal		$ 1,530.00
		10% Engr. & Cont.		153.00
		Total		$ 1,683.00

Length of Roadway 0.142 mile
Cost per mile $11,852.11

Deep Creek Bridge (Sta. 731+41.5 to 733+07.5)
(Contract No. 2926)

All Required		Removal of Old Bridge and Provision for Traffic		$ 5,500.00
All Required		Shoring, Cribbing, Etc.		1,200.00
35	cu. yds.	Structural Excavation	$ 5.00	175.00
10	cu. yds.	Structural Excavation below Elevations Shown	5.00	50.00
310	cu. yds.	Class "A" Concrete	56.00	17,360.00
62,000	lbs.	Metal Reinforcement	.095	5,890.00
360	lin. ft.	Metal Handrail	10.00	3,600.00
				$ 33,775.00

Rock Creek Bridge (Sta. 426+19 to 428+01)

All Required		Removal of Old Bridge		$ 3,000.00
All Required		Shoring, Cribbing, Etc.		1,500.00
110	cu. yds.	Structural Excavation	$ 5.00	550.00
10	cu. yds.	Structural Excavation below Elevations Shown	10.00	100.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
102,000	lbs.	Metal Reinforcement	0.10	10,200.00
390	lin. ft.	Metal Handrail	10.00	3,900.00
				$ 43,250.00

Bridge (Sta. 1021+09 to 1024+03)

All Required	Repair Bridge		$ 8,000.00
		Subtotal	$ 85,025.00
		10% Engr. & Cont.	8,502.50
		Total	$ 93,527.50

Length of Bridges 0.125 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Access Road Funds	State Funds
Inside City			
20' Pavement	$ 8,060.25	$ 4,026.00	$ 4,034.25
30' Pavement	6,303.00	3,148.00	3,155.00
44' Pavement	1,221.00	610.00	611.00
Outside City			
20' Pavement	446,435.79	222,984.00	223,451.79
30' Pavement	1,683.00	841.00	842.00
Bridges	93,527.50	43,391.00	50,136.50
	$557,230.54	$275,000.00	$282,230.54

ROCK CREEK BRIDGE

PROJECT NO. H.T.-1 (1)

While negotiations for rights of way are in progress, two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within fifteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 5, 1947

Oregon State Highway Department

Federal Aid Access
Project No. H.T.-1(1)

MILWAUKIE-ESTACADA TIMBER ACCESS ROAD

IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 8, 1947

INSIDE MILWAUKIE

(Sta. 0+00 to 2+26)(Sta. 6+12 to 18+60)(20' Pavement)

10	cu. yds.	Trench Excavation, Unclassified	$ 3.50	$ 35.00
500	cu. yds.	General Excavation, Unclassified	0.60	300.00
200	yd. miles	Truck Haul	0.15	30.00
0.1	mile	Finishing Roadbed and Slopes	400.00	40.00
3	only	Adjustment of Manholes	70.00	210.00
3	only	Adjustment of Catch Basins	30.00	90.00
2	only	Adjustment of Monument Boxes	25.00	50.00
900	cu. yds.	3" - 0" Gravel in Base	2.20	1,980.00
200	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.60	520.00
250	M-gals.	Sprinkling	2.50	625.00
800	tons	Class "B" Asphaltic Concrete	6.10	4,880.00
			Subtotal	$ 8,760.00
			10% Engr. & Cont.	876.00
			Total	$ 9,636.00

Length of Roadway	0.279 mile
Cost per mile	$34,537.63

(Sta. 18+60 to 49+92)(30' Pavement)

4	only	Adjustment of Manholes	$ 70.00	$ 280.00
1,100	tons	Class "B" Asphaltic Concrete	6.10	6,710.00
			Subtotal	$ 6,990.00
			10% Engr. & Cont.	699.00
			Total	$ 7,689.00

Length of Roadway	.593 mile
Cost per mile	$12,966.27

(Sta. 3+14 to 6+12)(46' Pavement)

2	only	Adjustment of Manholes	$ 70.00	$ 140.00
1	only	Adjustment of Monument Boxes	25.00	25.00
200	tons	Class "B" Asphaltic Concrete	6.10	1,220.00
			Subtotal	$ 1,385.00
			10% Engr. & Cont.	138.50
			Total	$ 1,523.50

Length of Roadway 0.057 mile
Cost per mile $26,728.07

OUTSIDE OF CITY

(Sta. 49+92 to 206+80)(Sta. 253+50 to 1241+50)
(Sta. 1249+00 to 1257+00)(20' Pavement)

All Required		Clearing and Grubbing		$ 18,000.00
2	acres	Extra Clearing and Grubbing	$200.00	400.00
4	cu. yds.	Removal of Misc. Concrete and Masonry	10.00	40.00
550	lin. ft.	Re-establishing Guard Rail	2.00	1,100.00
990	cu. yds.	Trench Excavation, Unclassified	3.50	3,465.00
42,500	cu. yds.	General Excavation, Unclassified	0.60	25,500.00
31,800	yd. mi.	Truck Haul (Truck Measure)	0.15	4,770.00
21.6	miles	Finishing Roadbed and Slopes	400.00	8,640.00
3,500	lin. ft.	8" Perforated Corr. Metal Pipe	1.50	5,250.00
40	lin. ft.	8" Sewer Pipe	1.00	40.00
700	lin. ft.	12" Corr. Metal Pipe	2.00	1,400.00
670	lin. ft.	18" Corr. Metal Pipe	3.00	2,010.00
100	lin. ft.	24" Corr. Metal Pipe	4.50	450.00
10	lin. ft.	42" Corr. Metal Pipe	12.00	120.00
50	lin. ft.	12" Concrete Pipe	2.00	100.00
900	lin. ft.	18" Concrete Pipe	3.00	2,700.00
4	lin. ft.	48" Concrete Pipe	20.00	80.00
66	lin. ft.	Salvaging Culvert Pipe	1.50	99.00
800	cu. yds.	Gravel Backfill in Drains	3.00	2,400.00
1	only	Adjustment of Catch Basin	30.00	30.00
1	only	Adjustment of Monument Boxes	25.00	25.00
800	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.00	2,400.00
60	only	Wood Sight Posts	6.00	360.00
70	cu. yds.	Class "A" Concrete in Box Culvert	50.00	3,500.00
11,300	lbs.	Metal Reinforcement	0.10	1,130.00
39,100	cu. yds.	3" - 0" Gravel in Base	2.20	86,020.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.60	22,880.00
950	M-gals.	Sprinkling	2.50	2,375.00
46,600	tons	Class "B" Asphaltic Concrete	6.10	284,260.00
			Subtotal	$479,544.00
			10% Engr. & Cont.	47,954.40
			Total	$527,498.40

Length of Roadway	21.707 miles
Cost per mile	$24,300.84

(Sta. 1241+50 to 1249+00)(30' Pavement)

300 tons	Class "B" Asphaltic Concrete	$ 6.10	$ 1,830.00
	Subtotal		$ 1,830.00
	10% Engr. & Cont.		183.00
	Total		$ 2,013.00

Length of Roadway	0.142 mile
Cost per mile	$14,176.05

Bridges (Sta. 426+24.7 to 428+16.7)(Sta. 731+41 to 733+09)
(Sta. 1021+09 to 1024+23)

All Required	Repair of Structures		$ 20,000.00
	Subtotal		$ 20,000.00
	10% Engr. & Cont.		2,000.00
	Total		$ 22,000.00

Length of Bridges	.127 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Access Road Funds	State Funds
Inside City			
20' Pavement	$ 9,636.00	$ 4,646.00	$ 4,990.00
30' Pavement	7,689.00	3,707.00	3,982.00
46' Pavement	1,523.50	735.00	788.50
Outside City			
20' Pavement	527,498.40	254,334.00	273,164.40
30' Pavement	2,013.00	971.00	1,042.00
Bridges	22,000.00	10,607.00	11,393.00
	$570,359.90	$275,000.00	$295,359.90

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

July 7, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. H.T. 1(1), Milwaukie - Estacada Timber Access Road in Clackamas County, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JUL 16 1947
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department

Federal Access Road
Project No. H.T.-1(1)

MILWAUKIE-ESTACADA TIMBER ACCESS ROAD

IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 11, 1947

INSIDE MILWAUKIE

(Sta. 0+00 to 2+26) (Sta. 6+12 to 18+60) (20' Pavement)

10	cu. yds.	Trench Excavation, Unclassified	$ .75	$ 7.50
500	cu. yds.	General Excavation, Unclassified	.50	250.00
200	yd. miles	Truck Haul	.20	40.00
0.1	mile	Finishing Roadbed and Slopes	600.00	60.00
3	only	Adjustment of Manholes	30.00	90.00
3	only	Adjustment of Catch Basins	30.00	90.00
2	only	Adjustment of Monument Boxes	30.00	60.00
900	cu. yds.	3" - 0" Gravel in Base	1.75	1,575.00
200	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	450.00
250	M-gals.	Sprinkling	2.50	625.00
800	tons	Class "B" Asphaltic Concrete	5.10	4,080.00
			Subtotal	$ 7,327.50
			10% Engr. & Cont.	732.75
			Total	$ 8,060.25

Length of Roadway 0.279 mile
Cost per mile $28,889.78

(Sta. 18+60 to 49+92) (30' Pavement)

4	only	Adjustment of Manholes	$30.00	$ 120.00
1,100	tons	Class "B" Asphaltic Concrete	5.10	5,610.00
			Subtotal	$ 5,730.00
			10% Engr. & Cont.	573.00
			Total	$ 6,303.00

Length of Roadway .593 mile
Cost per mile $10,629.00

(Sta. 3+14 to 6+12) (46' Pavement)

2	only	Adjustment of Manholes	$30.00	$ 60.00
1	only	Adjustment of Monument Boxes	30.00	30.00
200	tons	Class "B" Asphaltic Concrete	5.10	1,020.00
			Subtotal	$ 1,110.00
			10% Engr. & Cont.	111.00
			Total	$ 1,221.00

Length of Roadway	0.057 mile
Cost per mile	$21,421.05

OUTSIDE OF CITY

(Sta. 49+92 to 206+90) (Sta. 253+50 to 1241+50)
(Sta. 1249+00 to 1257+00) (20' Pavement)

All Required		Clearing and Grubbing		$ 14,000.00
2	acres	Extra Clearing and Grubbing	$300.00	600.00
4	cu. yds.	Removal of Misc. Concrete and Masonry	10.00	40.00
550	lin. ft.	Re-establishing Guard Rail	.58	319.00
990	cu. yds.	Trench Excavation, Unclassified	.75	742.50
42,500	cu. yds.	General Excavation, Unclassified	.50	21,250.00
31,800	yd. mi.	Truck Haul (Truck Measure)	.20	6,360.00
21.6	miles	Finishing Roadbed and Slopes	600.00	12,960.00
3,500	lin. ft.	8" Perforated Corr. Metal Pipe	1.35	4,725.00
40	lin. ft.	8" Sewer Pipe	.78	31.20
700	lin. ft.	12" Corr. Metal Pipe	1.77	1,239.00
670	lin. ft.	18" Corr. Metal Pipe	2.64	1,768.80
100	lin. ft.	24" Corr. Metal Pipe	3.70	370.00
10	lin. ft.	42" Corr. Metal Pipe	12.20	122.00
50	lin. ft.	12" Concrete Pipe	1.39	69.50
900	lin. ft.	18" Concrete Pipe	2.77	2,493.00
4	lin. ft.	48" Concrete Pipe	17.03	68.12
66	lin. ft.	Salvaging Culvert Pipe	1.10	72.60
800	cu. yds.	Gravel Backfill in Drains	3.00	2,400.00
1	only	Adjustment of Catch Basins	30.00	30.00
1	only	Adjustment of Monument Boxes	30.00	30.00
800	lin. ft.	Spring Bracket Guard Rail with Wood Posts	2.25	1,800.00
60	only	Wood Sight Posts	7.00	420.00
70	cu. yds.	Class "A" Concrete in Box Culvert	65.00	4,550.00
11,300	lbs.	Metal Reinforcement	.10	1,130.00
39,100	cu. yds.	3" - 0" Gravel in Base	1.75	68,425.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	19,800.00
950	M-gals.	Sprinkling	2.50	2,375.00
46,600	tons	Class "B" Asphaltic Concrete	5.10	237,660.00
			Subtotal	$405,850.72
			10% Engr. & Cont.	40,585.07
			Total	$446,435.79

Length of Roadway 21.707 miles
Cost per mile $20,566.44

(Sta. 1241+50 to 1249+00) (30' Pavement)

300	tons	Class "B" Asphaltic Concrete	$ 5.10	$ 1,530.00
		Subtotal		$ 1,530.00
		10% Engr. & Cont.		153.00
		Total		$ 1,683.00

Length of Roadway 0.142 mile
Cost per mile $11,852.11

Deer Creek Bridge (Sta. 731+41.5 to 733+07.5)

All Required		Removal of Old Bridge and Provision for Traffic		$ 3,000.00
All Required		Shoring and Cribbing, Etc.		300.00
35	cu. yds.	Structural Excavation	$ 5.00	175.00
10	cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
310	cu. yds.	Class "A" Concrete	60.00	18,600.00
62,000	lbs.	Metal Reinforcement	.10	6,200.00
360	lbs.	Metal Handrail	10.00	3,600.00
				$ 31,975.00

Structures (Sta. 426+24.7 to 428+16.7) (Sta. 1021+09 to 1024+23)

All Required	Construct Bridge (Sta. 426+24.7 to 428+16.7)		$ 39,000.00
All Required	Repair Bridge (Sta. 1021+09 to 1024+23)		8,000.00
			$ 47,000.00
		Subtotal	$ 78,975.00
			7,897.50
			$ 86,872.50

Length of Structures 0.127 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Access Road Funds	State Funds
Inside City			
20' Pavement	$ 8,060.25	$ 4,026.00	$ 4,034.25
30' Pavement	6,303.00	3,148.00	3,155.00
40' Pavement	1,221.00	610.00	611.00
Outside City			
20' Pavement	446,435.79	222,984.00	223,451.79
30' Pavement	1,683.00	841.00	842.00
Bridges	86,872.50	43,391.00	43,480.50
	$550,575.54	$275,000.00	$275,574.54

June 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six blue line copies of the plans for the Milwaukie-Estacada Section, Project No. N.T. 1 (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:lh

April 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 27 for the Milwaukie-Estacada Section, Project No. E.F. 1 (1), which page contains a revised specification under the subheading "Acceptable Source of Gravel."

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:EM

Encl.

April 9, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 13 for the Milwaukie-Estacada Section, Project No. E.F.-1 (1) on which page the size of culvert to be constructed at Station 128+80 is correctly indicated to be 8' x 6'.

We are likewise enclosing six blueprint copies of the plan showing detail of the intersection with the Cascade Highway at Clackamas.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:EM

Encl.

MILWAUKIE-ESTACADA ACCESS ROAD

PROJECT NO. H.T.-1 (1)

While negotiations for rights of way are in progress, two easements have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be fully acquired within fourteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 8, 1947

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

March 4, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Division Engineer's letter of February 28, 1947 to you enclosing your file copy of the executed agreement for the Milwaukie - Estacada Timber Access Road, HT-1(1).

The use of the abbreviated P.S.& E. papers for the preparation of this agreement was qualified to the extent that before advertising of construction is authorized, complete P.S.& E. will be required.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAR 6 1947
OREGON
STATE HIGHWAY COMMISSION

March 4, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Division Engineer's letter of February 28, 1947 to you enclosing your file copy of the executed agreement for the Milwaukie - Estacada Timber Access Road, FT-1(1).

The use of the abbreviated P.S.& E. papers for the preparation of this agreement was qualified to the extent that before advertising of construction is authorized, complete P.S.& E. will be required.

Very truly yours,

T. M. DAVIS
District Engineer.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

February 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your files is executed copy of the agreement for the Milwuakie-Estacada Timber Access Road, H.T.-1(1), together with one copy of the agreement estimate.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L.J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAR 3 1947
OREGON
STATE HIGHWAY COMMISSION

XXXXXXXXXXXX
Division 8

February 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your files is executed copy of the agreement for the Milwaukie-Estacada Timber Access Road, E.T.-1(1), together with one copy of the agreement estimate.

Very truly yours,

W. H. LYNCH
Division Engineer

By:

[illegible] J. Caufield
Principal Highway Engineer

Encl.

State: Oregon

Veterans Emergency Housing Project No. H.T.-1(1)

WA8 pr 10,028

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26 day of February, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, under and pursuant to the provisions of the Veterans Emergency Housing Act of 1946:

Whereas the Highway Department, following approval of a project statement on January 6, 1947, has furnished abbreviated plans, specifications, and estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 21st day of February, 1947; and

Whereas the Housing Expediter, under date of December 20, 1946, has certified to the Federal Works Administrator the sum of not to exceed two hundred seventy-five thousand and 00/100 dollars ($275,000.00), or fifty percent (50%) of the construction cost, as the share of the United States payable under said act on account of said project:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said plans and specifications:

Between Milwaukie and Estacada, except that portion near Clackamas of the 82nd Street route between Portland and Oregon City where only slight revisions and necessary channelization will be done, length 23.00 miles, in Clackamas County, being Veterans Emergency Housing Project No. H.T.-1(1).

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will undertake construction with all possible speed and will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, and which are to be supplemented by more complete plans, specifications and estimates as soon as they can be made available, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Commissioner or his agents, and in accordance with the laws of said State, the rules and regulations of the Commissioner, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Commissioner or his authorized representatives.

(b) Federal funds available for this project are provided under the Veterans Emergency Housing Act of 1946. The Highway Department and the Federal Government will share the cost of construction equally up to a maximum total cost of five hundred fifty thousand and 00/100 dollars ($550,000.00).

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the cost of construction as defined in the Federal Highway Act of 1921 shall not in any event exceed fifty percent (50%) of the construction cost and which shall also not in any event exceed the sum of two hundred seventy-five thousand and 00/100 dollars ($275,000.00), certified by the Housing Expediter as above mentioned, which does not exceed the authorized Federal pro rata share of five hundred fifty thousand and 00/100 dollars ($550,000.00), the approved total estimated cost of said project. It is mutually agreed that in event of any other funds becoming available for such purpose any portion of the two hundred seventy-five thousand and 00/100 dollars ($275,000.00) not them obligated as the Federal share of the cost as mentioned herein shall be released by the Highway Department, which Department hereby certifies that all Federal Aid moneys available under the 1944 Federal Aid Highway Act are now obligated and therefore not available for the project.

PAYMENTS

Article V. As the construction of said project progresses, the Commissioner shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Commissioner after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department, beginning upon execution hereof, will maintain said project out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chaper 529, Laws 1939; and will during construction keep the road open to logging traffic; the State Highway Department will also adequately maintain an additional 1.6 miles extending easterly from Oregon Highway No. 211 at the Clackamas River Bridge at Estacada.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Oregon Federal Aid Project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Commissioner on the 28th day of February, 1947.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By
Member, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W. H. LYNCH
Division Engineer
U.S. Public Roads Administration

F. E. ANDREWS
Principal Highway Engineer

OREGON DISTRICT
FEB 28 1947
RECEIVED

PRELIMINARY ESTIMATE OF COST

MILWAUKIE-ESTACADA FOREST ACCESS ROAD PROJECT

Clackamas County, Oregon

Unit No. 2. Clackamas to Eagle Creek. 13.2 Miles.

Grading and drainage	$ 36,800
Rock base and shoulders	66,000
Asphaltic concrete wearing surface	176,000
Bridge repair	15,000
Intersection treatment	3,000
	$296,800
10% Engineering and contingencies	29,600
	$326,400

Unit No. 3. Eagle Creek to Estacada. 5.8 Miles.

Grading and drainage	$ 9,000
Rock base and shoulders	30,000
Asphaltic concrete wearing surface	76,500
	$115,500
10% Engineering and contingencies	11,500
	$127,000

Unit No. 4. Milwaukie to Clackamas. 4.0 Miles.

Grading and drainage	$ 10,000
Rock base and shoulders	20,000
Asphaltic concrete wearing surface	52,800
Bridge repair	5,000
	$ 87,800
10% Engineering and contingencies	8,800
	$ 96,600

Total Construction Cost, Units 2, 3 and 4	$550,000

February 20, 1947

RECOMMENDED FOR APPROVAL:
T. M. Davis, District Engineer
By .... Date FEB 21 1947
APPROVED:
W. H. Lynch, Division Engineer
By .... Date FEB

RECEIVED
OCT 17 1947
FOR FILING
HT-1 (1)
[illegible]

October 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2892, Milwaukie-Estacada Section of the Clackamas Secondary Highway, HT-1 (1), from October 31, 1947 to November 30, 1947, to Warren Northwest, Inc., contractors.

Shortage of asphalt during the month of September, and general delays due to inability to obtain skilled labor, has retarded this project. The contractor expects to complete the paving and resurfacing by October 31, leaving the replacing of a small amount of shoulder materials and installing catch basins to complete in the remainder of the time requested.

It is requested that this extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

cc: H. G. Smith

14

RECEIVED
OCT 15 1947
FOR FILING
HT-1(1)

October 14, 1947

T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 10, 1947, in which you advise that you do not recommend approval of extra work order No. 3 for the Milwaukie-Estacada Section, Oregon Timber Access Project HT-1 (1).

I do not believe you have fully considered all of the facts pertaining to this particular force account order. When the contractor placed his bid on this project the point at which trench excavation was to be made was indicated on the plans and he could determine whether or not solid rock excavation would be encountered. As no solid rock excavation appeared at the designated drainage pipe installations, the contractor submitted a bid of $0.75 per cubic yard for unclassified trench excavation. This amount certainly would not be sufficient to provide for solid rock trench excavation.

After the contractor began work on the project we found it would be necessary to drain an existing spring, the location of which we were not aware of when the plans were drawn. To drain this spring required excavation in solid rock and of a much different material than that on which the contractor placed his bid.

If possible for you to do so we would greatly appreciate your reconsideration of this extra work order.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
Encl.
cc - S. H. Probert, H. C. Smith, A. G. Skelton

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 10, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Williams' letter of October 8, transmitting for approval copies of Extra Work Order No. 3, dated October 1, 1947 and covering the drilling and blasting of solid rock for the installation of 8" perforated corregated metal pipe at Station 504+87 to 507+00 on Oregon Timber Access Project HT-1(1), Milwaukie - Estacada.

The furnishing and installing of 8" corregated metal pipe drain is covered on page 9 and 10 of the special provisions and the item of trench excavation is covered on page 6 and refers to Article 12-4 of the Standard specifications. Since there is a bid price for unclassified trench excavation it is our opinion it covers the excavation covered by this Extra Work Order and should be simply an overrun of the contract item.

We are therefore returning the Extra Work Order without our recommendation for approval.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

Encl.

RECEIVED
OCT 11 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 15
FOR FILING

FT-16

October 13, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement covering the clearing and grubbing of the short approaches and narrow strip along side the bridge site for the Deep Creek Bridge on Oregon Project HT-1(1), Milwaukie - Estacada Timber Access Road, submitted with Mr. Reeves' letter of October 2, 1947.

We understand the road contractor submitted a price of $1,600 and the bridge contractor $1,800 to do this clearing and grubbing. In this case, we agree that the work should be done the most economical way. We presume the road contractor could not be held to his bid price for extra clearing and grubbing as called for in his contract since a change in alignment was involved. However, in future cases of this kind, we suggest, that if at all possible, such adjacent work be included in the contract.

It is our understanding that since the approaches cannot be paved until next season, that your department will do this work with your own forces.

Under the circumstances and in order to expedite this project as much as possible, we are recommending to our Division Office that the Price Agreement be approved.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer.

Williams ✓

ORIGINAL RETURNED TO PAXSON

RECEIVED
FOR FILING

HT-1 (1)

October 8, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering the placing of 8" perforated metal pipe in the north ditch line between Stations 504+87 and 507+00 on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County, Contract No. 2897, in connection with Federal Aid Project No. HT-1 (1).

This work is necessary to drain existing spring under the roadbed and seepage on north edge of the road.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:GS

Encl.

RECEIVED
SEP 17 1947
FOR FILING

September 16, 1947

Honorable City Council
Sandy
Oregon

Gentlemen:

This is in reply to your letter of September 8 in which you express your inability to obtain the necessary two-inch pipe to make changes in the City of Sandy water system required by construction of the Sandy-Eagle Creek Secondary Highway.

I am sending a copy of this letter to Mr. A. G. Skelton, Division Engineer for the Highway Department at Portland, with the request that he contact you and determine if he may be of assistance in securing any priority for your obtaining the necessary pipe in the Portland vicinity. I believe Mr. Skelton can help you in this matter.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi
cc: H. G. Smith
A. G. Skelton

CITY OF SANDY
SANDY, OREGON

September 8, 1947

2897

Dear Sir:

In answer to your letter of August 15, 1947 the city has been unable to secure the necessary two inch pipe. We would appreciate any help the commission might be able to give us in securing this pipe.

Very truly yours,

Dale P. Stewart

D. P. Stewart
Recorder

RECEIVED
SEP 10 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 21 1947
FOR FILING

HT-1 (1)

2477

August 15, 1947

Honorable Vern Alt
Mayor
Sandy, Oregon

Dear Sir:

This is your authority to bill the State Highway Department for the cost of relocating the water mains involved in the Eagle Creek-Sandy Section from Station 3+65 to Station 7+20, and the relocation of the crossing at Station 13+65.

If our engineers can be of any assistance to you in staking out the line, please advise Mr. W. C. Williams who will keep in contact with you.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. S. Smith
W. C. Williams

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 11, 1947

SUBJECT: Moving Water Mains
City of Sandy

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

The Highway Commission approved the relocation of water mains in the City of Sandy at the expense of the State, the estimated cost being $1,000.00.

Under date of January 10, 1947, Mr. Neuner addressed a letter to Mayor Alt of Sandy, advising him of the proposed relocation, and submitted a print showing the changes. Mr. Neuner further advised the city that the relocation of the water main would be undertaken at the expense of the Highway Commission.

Will you please address a letter to the City of Sandy, asking them to move the pipe lines immediately, and bill the State for the cost of the work upon it's completion.

Yours very truly,

W. C. WILLIAMS
Division Engineer

WCW:w

EXCERPT OF MINUTES OF MEETING OF HIGHWAY COMMISSION HELD DECEMBER 30 and 31, 1946

Portland, Oregon
December 30, 1946

The State Highway Commission met in regular session at 9:00 a.m. in Room 715 (Imperial Room) of the Imperial Hotel. Present were:

T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
Ben R. Chandler, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

* * * * * *

In connection with the consideration of right of way acquisitions for the Eagle Creek-Sandy Section of the Woodburn-Sandy Highway the Engineer advised that he proposed to advertise this project for bids to be received at the next meeting of the Commission, but there are two places where the two-inch water main which serves the City of Sandy must be moved because of interference. The new highway location, he said, crosses and recrosses the pipeline in such a way that it would be practically over the pipeline for a large portion of the distance. He gave as his opinion that it is the state's obligation to readjust the pipeline, which he estimated would cost about $1,000, and he requested authority to arrange with the city officials for such readjustment as may be necessary at state expense. The Commission approved the request by unanimous vote.

NOTED
State Highway Engineer

EXCERPT OF MINUTES OF MEETING OF HIGHWAY COMMISSION HELD DECEMBER 30 and 31, 1946

Portland, Oregon
December 30, 1946

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T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
Ben R. Chandler, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

* * * * * *

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RECEIVED
AUG 21 1947
FOR FILING

HT-1-1

W

August 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering excavation for rock base and replacing rock base and pavement over pipe culverts on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County, Contract No. 2897, in connection with Federal Aid Project No. HT-1 (1).

The specifications in this contract do not cover the replacement of rock base and pavement where culvert pipes are placed under the pavement.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:lh

Encl.

RECEIVED
JUL 29 1947
FOR FILING

HT-1-1

July 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the preservation of a spring at Station 307 to Station 312+40 on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County, Contract No. 2897, in connection with Federal Aid Project No. [illegible]-I (1).

This work has the approval of Mr. Hugh Stoddard.

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:SM
Encl.

STYLES BRIDGES, N. H., CHAIRMAN

CHAN GURNEY, S. DAK.
C. WAYLAND BROOKS, ILL.
CLYDE M. REED, KANS.
JOSEPH H. BALL, MINN.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
HENRY C. DWORSHAK, IDAHO

KENNETH MCKELLAR, TENN.
CARL HAYDEN, ARIZ.
ELMER THOMAS, OKLA.
MILLARD E. TYDINGS, MD.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOHN H. OVERTON, LA.
JOSEPH C. O'MAHONEY, WYO.
THEODORE FRANCIS GREEN, R. I.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

July 2, 1947

RECEIVED
AUG 22 1947
FOR FILING

AIR MAIL

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

For your file, I,am attaching supplemental letter received from the housing Expediter regarding your request for application of housing funds to the repair of two bridges on the Milwaukie-Estacada Road.

With kindest wishes, I am

Sincerely,

Guy Cordon

GC:J
Enclosure

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

OFFICE OF
THE HOUSING EXPEDITER
WASHINGTON 25, D. C.

JUN 3 0 1947

IN REPLY REFER TO: P-6

Dear Senator Cordon:

Your letter of June 16, 1947, with an accompanying letter from Oregon State Highway Engineer R. H. Baldock, dated June 9, 1947, containing additional information regarding the bridges on the Milwaukie-Estacada Timber Access Road is received.

Mr. Baldock's letter supports my decision to authorize the use of funds allocated to the Milwaukie-Estacada Timber Access Road for the replacement of the Rock Creek bridge by a culvert and fill, and for the replacement of the Deep Creek bridge by a concrete viaduct.

Under date of June 20, I informed you of this decision, and in another letter requested Commissioner Thomas H. MacDonald of the Public Roads Administration to so inform the Oregon State Highway Commission.

I appreciate your courtesy in securing the assurance from Mr. Baldock that the construction can be completed without closing the road and with no inconvenience to traffic.

Sincerely yours,

Frank R. Creedon

FRANK R. CREEDON
Housing Expediter

Honorable Guy Cordon
United States Senate
Washington, D.C.

RECEIVED
JUL 7 1947
FOR FILING

June 30, 1947

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Dear Senator Cordon:

Permit me to express to you the gratitude of this department for your very kind assistance in presenting to the Office of the Housing Expediter the request for the replacement of the Rock Creek and Deep Creek bridges on the Milwaukie-Estacada Timber Access Road. Your efforts are deeply appreciated and the results most gratifying.

Very truly yours,

R. H. Baldock
State Highway Engineer

STYLES BRIDGES, N. H., CHAIRMAN

CHAN GURNEY, S. DAK.
C. WAYLAND BROOKS, ILL.
CLYDE M. REED, KANS.
JOSEPH H. BALL, MINN.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
HENRY C. DWORSHAK, IDAHO

KENNETH MCKELLAR, TENN.
CARL HAYDEN, ARIZ.
ELMER THOMAS, OKLA.
MILLARD E. TYDINGS, MD.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOHN H. OVERTON, LA.
JOSEPH C. O'MAHONEY, WYO.
THEODORE FRANCIS GREEN, R. I.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

June 21, 1947

AIR MAIL

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

You will be gratified to note from the attached report received this morning that the Office of Housing Expediter is directing the Public Roads Administration to proceed with the replacement of the Rock Creek and Deep Creek Bridges on the Milwaukie-Estacada Timber Access Road, as per your recent request.

I hope you will continue to call upon me at any time you feel I may be of assistance.

Sincerely,

Guy Cordon

GC:J
Enclosure

RECEIVED
JUN 23 1947
OREGON
STATE HIGHWAY COMMISSION

OFFICE OF
THE HOUSING EXPEDITER
WASHINGTON 25, D. C.

JUN 20 1947

IN REPLY REFER TO: P-6

Dear Senator Cordon:

This will acknowledge your letter of May 23, 1947, with regard to the Milwaukie-Estacada Timber Access Road and a similar letter of the same date addressed to Commissioner Thomas H. MacDonald of the Public Roads Administration, which was referred to me on June 2. Enclosed with your letter to Commissioner MacDonald and the one to me were copies of a letter to you from Oregon State Highway Engineer R. H. Baldock, dated May 21. With each letter was a copy of Mr. Baldock's letter of May 19, addressed to Mr. T.M. Davis, District Engineer for the Public Roads Administration with offices in Portland, Oregon.

Following receipt by the Public Roads Administration of a telegram dated April 25, this Office was informed that bids for the contract for the Milwaukie-Estacada Timber Access Road had been received at a figure approximately $85,000 less than the original estimate of $550,000. The telegram reported a request by the State to use the balance of $85,000 for a separate project to construct reinforced concrete structures at Stations 427 and 732 in lieu of existing timber trestles and to repair the truss and timber trestle at Station 1023.

It was decided that in lieu of spending practically all of the unexpended balance of $85,000 to construct two reinforced concrete bridges, the timber trestles be reconstructed and strengthened so as to put them in adequate and safe condition for the strains incident to hauling heavy logs and timbers.

This decision was in line with the accepted understanding that the function of the Office of the Housing Expediter, under authority given in the Veterans Emergency Housing Act of 1946, is and has been to increase the supply of building materials and houses during 1946 and 1947. The $275,000 was allocated to the Milwaukie-Estacada Access Road after the State of Oregon had agreed to provide winter maintenance to allow trucks loaded with logs to travel the road through the winter, and thereafter while the road is under construction. The money was allocated on December 20, 1946.

State Highway Engineer R. H. Baldock's letter of May 19 indicates that decay in the timbers of the existing structures has progressed to a point where only a short service life can be had with any maintenance less than the costs of complete rebuilding.

I have discussed this with representatives of the Public Roads Administration and in the light of the additional information presented, they have advised me to accept Mr. Baldock's recommendation. Therefore, by letter I am asking the Public Roads Administration to proceed with the replacement of these two bridges with concrete structures. This is with the reservation that the total cost of the grading, surfacing and bridges does not exceed the original estimate of $550,000 on the basis of which this Office allotted VEHP funds in the amount of $275,000.

I appreciate your courtesy in bringing to my attention the interests and viewpoints of the Oregon State Highway Commission, and trust that the suggested solution will result in no delays in the transportation of logs so necessary to the housing program.

Sincerely yours,

Frank R Creedon
FRANK R. CREEDON
Housing Expediter

Honorable Guy Cordon
United States Senate
Washington, D. C.

RECEIVED
JUL 7 1947
FOR FILING

June 30, 1947

Senator Wayne Morse
Senate Office Building
Washington, D. C.

Dear Senator Morse:

Permit me to express to you the gratitude of this department for your very kind assistance in presenting to the Office of the Housing Expediter the request for the replacement of the Rock Creek and Deep Creek bridges on the Milwaukie-Estacada Timber Access Road. Your efforts are deeply appreciated and the results most gratifying.

Very truly yours,

R. H. Baldock
State Highway Engineer

hi

(File referred to Mr. Parsons to prepare letter to be signed)

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

(28)

1220

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA150 GOVT DL PD=SN WASHINGTON DC 25 300P

R H BALDOCK, STATE HIGHWAY ENGINE=SM=

1947 JUN 25 PM 1 32

I AM AIR MAILING YOU TODAY A LETTER FROM FRANK R CREEDON CONTAINING FOLLOWING PARAGRAPH: " I HAVE DISCUSSED THIS WITH REPRESENTATIVES OF THE PUBLIC ROADS ADMINISTRATION AND IN THE LIGHT OF THE ADDITIONAL INFORMATION PRESENTED THEY HAVE ADVISED ME TO AACCEPT MR BALDOCKS RECOMMENDATION. THEREFORE I AM BY LETTER ASKING THE PUBLIC ROADS ADMINISTRATION TO PROCEED WITH THE REPLACEMENT OF THESE TWO BRIDGES WITH CONCRETE STRUCTURES. THIS IS WITH THE RESERVATION THAT THE TOTAL COST OF THE GRADING SURFACING AND BRIDGES DOES NOT EXCEED THE ORIGINAL ESTIMATE OF $550,000 ON THE BASIS OF WHICH THIS OFFICE ALLOTTED VEHP FUNDS IN THE AMOUNT OF $275,000" THIS HAS REFERENCE TO MILWAUKIE ESTACADA TIMBER ACCESS ROAD:

=WAYNE MORSE USS=

REFERRED TO
Paxam-
By Chief Engineer

$550,000 VEHP $275,000=PO ALLOTTED=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUL 1 1947
FOR FILING
2-97
HT-1-1

HT-1-1
2-22

June 20th, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

J. R. Wininger, in a telephone conversation of this date relative to his letter of June 19th, concerning progress on the Milwaukie-Estacada Section, copy of which was sent you, stated he would start paving operations on approximately July 15, by buying material from a plant on 82nd Street somewhere in the vicinity of the job. He stated he will secure material from this plant until he can move the Wilson River plant.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith, Acting

HGS:AR

WARREN NORTHWEST INC.
HIGHWAY & ROAD CONTRACTORS
POST OFFICE BOX 5072 • PHONE: TABOR 3288
PORTLAND 12, OREGON

June 19, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

In reply to your letter of June 12, regarding paving operations on the Milwaukie-Estacada project, we wish to advise that we are doing everything we can to speed up operations on this project, but have been delayed due to various causes beyond our control. We have, however, made fair progress on the clearing and are now working on shoulder grading, weather permitting.

Our crushing plant should be in operation shortly after the first of July and we will plan on starting paving operations immediately upon completion of the Wilson River project. We will obtain asphaltic concrete mixture from a commercial plant located near Portland while we are moving our Wilson River plant to the Estacada project.

In the event that we should be unavoidably detained on the Wilson River project, we will organize another crew to start on the Estacada project until such time as the Wilson River crew becomes available.

We trust that this procedure will meet with your approval.

Very truly yours

WARREN NORTHWEST INC.

J. R. Wininger
President

JRW:DB
CC: Mr. T. M. Davis
Mr. H. G. Smith

RECEIVED
JUN 20 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 13 1947
FOR FILING
HT-1(1)

#4909

June 12, 1947

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

Special provisions for the Milwaukie-Estacada project stressed early completion.

We understand you will start moving the crusher in about June 16, and that you contemplate moving your paving plant from Wilson River, which cannot possibly finish there before July 15.

I think that it would be possible for you to use your Wilson River crew, but I do not feel that time is available for you to move the plant. Certainly paving should start not later than July 15.

Please advise your schedule of operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: T. M. Davis
H. G. Smith

4909

RECORD OF ASSIGNMENT

DESCRIPTION: Let of June 3, from T. M. Davis, re inspection of shoulder widening, paving and repair of three bridges.

DATE: JUNE 7, 1947 **ASSIGNED TO:** SMITH

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X(Please prepare reply for my signature
(

REPORT RECEIVED: 6-11-47
MI

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[redacted]
PORTLAND 8, OREGON

June 3, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A recent inspection of the shoulder widening, paving and repair of three bridges on Oregon Access Road HT-1(1), Milwaukie - Estacada, shows work started May 9, 1947 after award on April 24, 1947.

Only preparatory work has been done to date with clearing between Stations 450 and 700 and some excavation for the box culvert at Station 128+80. Thus over a month after award only 1% of the work is accomplished.

The early completion of this project is essential as mentioned in the first two paragraphs of the special provisions on Page 29, and we cannot too strongly urge that the contractor speed up the work. From information obtained during our inspection it seems probable the contractor does not intend to start paving operations until July 15th, which we consider too late to be sure of completion within the required time.

This office considers any avoidable delays to this project as very serious and request the matter be called to the attention of the contractor to the end that full scale operations may be started as soon as possible and vigorously prosecuted to early completion.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

REFERRED TO H G Smith
BY Chief Engineer
Project [illegible]

JUN 4 1947

Copy sent to
H. G. Smith

RECEIVED
JUN 5 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 12 1947
FOR FILING

#4917

June 9, 1947

Senator Guy Cordon
Senate Office Building
Washington 25, D. C.

Dear Senator Cordon:

Reference is made to your letter of June 4 concerning the bridges on the Milwaukie-Estacada Timber Access Road in Clackamas County.

Under our proposed schedule of construction, there will be no closure of the existing road nor will there be any serious inconvenience to traffic at any time. There are two structures involved. The one over Rock Creek will be replaced by a concrete box culvert and the fill will be made under the existing timber trestle, so that a roadway will be provided before the superstructure of the trestle is removed. The bridge over Deep Creek is to be a concrete viaduct which replaces an existing timber truss and timber approaches. The existing bridge will be moved sideways onto temporary timber piers to serve as a detour bridge during the construction of the new viaduct.

As we told you before, both of these structures are old and obsolete and their replacement is urgently needed. We sincerely feel that this replacement is logically a part of the timber access project and should be approved for construction with the funds allocated to the project.

I wish to thank you for the interest which you are showing in this problem and will appreciate advice from you when any action is taken.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

RECORD OF ASSIGNMENT

#917

TION: Let of June 4 from Guy Cordon re bridge construction [illegible] Creek and Deep Creek. (attachments)

DATE: JUNE 7, 1947

ASSIGNED TO: PAXSON

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
X (Investigation and such action as is necessary
(Please prepare reply for my signature
(

REPORT RECEIVED: 6-9-47
HI

REMARKS:

STYLES BRIDGES, N. H., CHAIRMAN

CHAN GURNEY, S. DAK.
C. WAYLAND BROOKS, ILL.
CLYDE M. REED, KANS.
JOSEPH H. BALL, MINN.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
HENRY C. DWORSHAK, IDAHO

KENNETH MC KELLAR, TENN.
CARL HAYDEN, ARIZ.
ELMER THOMAS, OKLA.
MILLARD E. TYDINGS, MD.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOHN H. OVERTON, LA.
JOSEPH C. O'MAHONEY, WYO.
THEODORE FRANCIS GREEN, R. I.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

June 4, 1947

AIR MAIL

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

To keep your file complete I am attaching the correspondence received from Mr. Thomas MacDonald, Commissioner of the Public Roads Administration.

I had also addressed inquiry to the Housing Expediter but had hoped to receive written recommendations from the Public Roads Commissioner as well. An official of the Public Roads Administration stated over the telephone that ordinarily it would be their recommendation to complete all construction necessary, however, since this particular project is to be done with Housing Agency funds, Public Roads does not feel it can interfere.

Report from the Housing Expediter will be furnished you as soon as received. In the meantime, it might be helpful if you would give me some further information as to whether the new bridge could be constructed without closing the road to traffic and, if so, how would it be accomplished.

Sincerely,

Guy Cordon

GC:J
Enclosure

RECEIVED
JUN 9 1947
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1947
OREGON
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
WASHINGTON 25

IN YOUR REPLY PLEASE
REFER TO FILE No. B-3.2

June 2, 1947

Honorable Guy Cordon

United States Senate

Dear Senator Cordon:

Reference is made to your letter of May 23, 1947, and enclosures concerning the construction of bridges at Rock Creek and Deep Creek on the Milwaukie-Estacada Timber Access Road in Oregon. This project is financed with National Housing Agency funds and we have therefore addressed a letter to Mr. Frank R. Creedon, Housing Expediter, copy of which is enclosed, with the request that we be informed of their recommendations. We shall communicate with you further when reply is received.

The enclosures which were transmitted with your letter are returned.

Very truly yours,

Thos. H. MacDonald

Commissioner of Public Roads

Enclosures

RECEIVED
MAY 26 1947
FOR FILING

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

(158

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA170 DL PD GOVT=SN WASHINGTON DC 23[illegible]P23 PM 47

R H BALDOCK=
STATE HIGHWAY ENGINEER=

SHALL DO WHAT I CAN IN CONNECTION WITH MILWAUKIE ESTAADA = ROAD PROJECT. GLAD YOU BROUGHT THE MATTER TO MY ATTENTION=

WAYNE MORSE USS.

(Copy given to Mr. Paxson)

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 26 1947
FOR FILING

HT 1 (1)

HT. 1 (1)

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

(08)(

SYMBOLS
DL = Day Letter
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Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1947 MAY 23

RA176PD GOVT=SN WASHINGTON DC 22 412P

R H BALDOCK, STATE HIGHWAY ENGINEER=
:OREGON STATE HIGHWAY COMMISSION

ANSWERING YOUR LETTER OF MAY 21ST I AM TAKING THE QUESTION OF RECONSTRUCTING THE TWO BRIDGES UP WITH OFFICE OF HOUSING EXPEDITER AND PUBLIC ROADS ADMINISTRATION AND SHALL KEEP YOU ADVISED=

:GUY CORDON USS.

(Copy given to Mr. Paxson)

NOTED
State Highway Engineer

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 22 1947
FOR FILING

HT-161

May 21, 1947

Senator Guy Cordon
Senate Office Building
Washington 25, D. C.

Dear Senator Cordon:

I am taking the liberty of sending herewith a copy of the letter which I have addressed to Mr. T. M. Davis, District Engineer of the Public Roads Administration at Portland.

This is relatively a small matter, judged by current standards, but it is one in which we feel that our request for cooperation with the Veterans Housing Administration is entirely reasonable. We took over this road as a part of the state highway system primarily as a cooperative effort with them to expedite the production of lumber. In doing this, we have assumed the cost of maintenance from now on, and we feel that the road should be put in a reasonably good condition by this construction project so that the maintenance cost will be held to reasonable limits. We have spent $23,000 in maintenance thus far and have been able to keep the log trucks rolling. It will, however, be necessary to strengthen the road materially before next winter. This we will do under the contract now awarded. The bridges will be the weak link.

The Housing Authority indicated in their proposal to us that the road had a value to them at least equal to the $275,000 which they allocated to it. We feel that the reconstruction of these two old bridges should be included in the cooperative construction, at least up to a total project cost of the allocated amount.

Any help which you can give us in this matter will be greatly appreciated.

Respectfully yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Attached
cc: G. S. Paxson

RECEIVED
MAY 22 1947
FOR FILING

May 21, 1947

Senator Wayne Morse
Senate Office Building
Washington 25, D. C.

Dear Senator Morse:

I am taking the liberty of sending herewith a copy of the letter which I have addressed to Mr. T. M. Davis, District Engineer of the Public Roads Administration at Portland.

This is relatively a small matter, judged by current standards, but it is one in which we feel that our request for cooperation with the Veterans Housing Administration is entirely reasonable. We took over this road as a part of the state highway system primarily as a cooperative effort with them to expedite the production of lumber. In doing this, we have assumed the cost of maintenance from now on, and we feel that the road should be put in a reasonably good condition by this construction project so that the maintenance cost will be held to reasonable limits. We have spent $25,000 in maintenance thus far and have been able to keep the log trucks rolling. It will, however, be necessary to strengthen the road materially before next winter. This we will do under the contract now awarded. The bridges will be the weak link.

The Housing Authority indicated in their proposal to us that the road had a value to them at least equal to the $275,000 which they allocated to it. We feel that the reconstruction of these two old bridges should be included in the cooperative construction, at least up to a total project cost of the allocated amount.

Any help which you can give us in this matter will be greatly appreciated.

Respectfully yours,

R. H. Baldock
State Highway Engineer

RHB:hl
Attached
cc: G. S. Paxson

RECEIVED
MAY 22 1947
FOR FILING

HT-1(1)

May 19, 1947

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Re: Bridges - Milwaukie - Estacada Road
Oregon HT - 1 (1)

Dear Sir:

In your letter of May 13, you advise that the office of the Housing Expediter does not concur in the use of the Veteran's Emergency Housing Act funds for the construction of bridges at Rock Creek (Station 427) and at Deep Creek (Station 732) on the Milwaukie-Estacada Timber Access Road. We do not feel that this is in line with the intent of our negotiations on this project.

The Milwaukie-Estacada Road was, until this project was undertaken, a county road for which the State Highway Commission was in no way responsible. A large area of timberland is served by this road and this timber is urgently needed in the housing program. The major part of the lumber produced is shipped out of the state and its immediate production is a national rather than a state problem.

Clackamas County had built this road to a standard adequate to carry the ordinary traffic to be expected in the area. The road could not, however, support the large volume of logging traffic generated by the current demand for lumber. The road had deteriorated until it was evident that it would soon become impassible.

Recognizing the urgency of the situation, the State entered into an agreement with U. S. Public Roads Administration under which that organization allocated funds under the Veteran's Emergency Housing Act of 1946, to cover one-half the construction costs up to a maximum of $275,000. The State agreed to furnish an equal amount and to take over the road as a secondary state highway, thus relieving the county of the maintenance. In view of the need for immediate action, the state further agreed to do emergency maintenance to keep the road passible until reconstruction could be done under the cooperative agreement. The State has spent from its own funds $21,000 in emergency road maintenance and $2,000 in emergency bridge maintenance.

Because of the need for quick action, the agreement and project set up were based upon incomplete information gathered in a reconnaissance survey.

This preliminary information indicated that the bridges over Rock Creek at Station 427 and Deep Creek at Station 732 could be repaired at a cost of approximately $20,000 so as to serve for a considerable period of time. A complete inspection, however, shows that decay in these structures has progressed to a point where only a short service life can be had with any maintenance less than complete rebuilding. It is not an economical procedure to spend a considerable amount of money on repairs which will only prolong the life of the structures two or three years.

The rebuilding of the road was placed under contract in April at contract price of $421,548.22, which, with a contingency allowance amounts to $463,703.24 allocated to the rebuilding of the road. The replacement of the Rock Creek bridge by a culvert and fill is estimated to cost $42,000. The replacement of the Deep Creek bridge by a concrete viaduct is estimated to cost $39,300, making a total of $81,300 for the replacement of these structures. If these replacements are approved the total estimated expenditure on the road will be $545,200 which is below the amount set up in the agreement for the project.

The State entered into this project primarily through a desire to cooperate with government agencies in relieving the material shortage. We have been able to work out the rebuilding of the road at a cost less than was anticipated. On the other hand, we find that the repairing of the bridges is not adequate and will leave the State facing their reconstruction in the near future. The State feels that this does not conform to the intention of either party at the time the agreement was entered into. We earnestly request that this matter be resubmitted to the Office of the Housing Expediter with a recommendation that the reconstruction of these bridges be approved as a part of the project.

Very truly yours,

R. H. Baldock

GSP:js
cc - Senator Guy Cordon
cc - Senator Wayne Morse
cc - G. S. Paxson

RECORD OF ASSIGNMENT 4834

SCRIPTION: Letter 5-13-47 from T. M. Davis, repairs to bridges on Milwaukie-Estacada Timber Access Road

DATE: 5-13-47

ASSIGNED TO: PAXSON

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
(Please prepare reply for my signature
x (Prepare answer as I outlined to you

REPORT RECEIVED: 5-20-47
HI

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PORTLAND 8, OREGON

REFERRED TO
Payson

May 13, 1947.

Prepare answer as I outlined to you

RECEIVED
MAY 14 1947
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to recent conversations relative to Oregon Project HT-1(1), Milwaukie - Estacada Timber Access Road and particularly with regard to using funds for the construction of two concrete bridges from funds released by the low bid received for grading and paving.

This matter was referred to our Headquarters with recommendation for approval, however, we are advised that Mr. Collingwood, Deputy Director, Office of the Housing Expediter, does not concur in the use of funds allotted under Section 11 of the Veteran's Emergency Housing Act for construction of these new bridges, but recommends that the original plan of repairs to the timber trestles at Stations 427 and 732 and the timber truss and trestle spans at Station 1023 be carried out.

When detailed plans and estimates for the bridge repairs are completed, we believe the costs may be prorated equally between State and Federal funds, even though the P.S.& E. estimate carried an estimate of $22,000 for such repairs, of which $10,670 was indicated as Federal funds.

You may still consider it desirable to construct concrete bridges at Stations 427+732 and hold to repair of the existing bridge at Station 1023. If so, it should be satisfactory to the Housing Expediter that N.H.A. funds to the extent of 50 per cent of the estimated cost of repairs to the three existing bridges be allocated toward the cost of two new concrete structures plus repairs to the existing bridge at Station 1023.

Since the completion date for the grading and surfacing is October 31, 1947, the bridge repair work should also be completed by that time and the special provisions should include provision for a minimum of interference with log hauling driving.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

2 pg

RECEIVED
MAY 17 1947
FOR FILING

HT-101

May 16, 1947

Warren Northwest, Inc.
P.O. Box 5072
Portland 15
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2897 which was awarded to you on April 24, 1947 by the State Highway Commission, covering the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

Recorded

RECEIVED
MAY 10 1947
FOR FILING

HT1-(1)

May 10, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 9, 1947, on Contract No. 2897, Milwaukie-Estacada Section, in connection with Federal Aid Project No. HT-1 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

RECEIVED
APR 30 1947
FOR FILING

PORTLAND

ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS

MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

HT-1(1)

April 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four signed copies of encroachment resolution which we have secured from the City of Milwaukie for Federal Timber Access Road Project No. HT-1 (1), Milwaukie-Estacada Section of the Clackamas Secondary Highway; also, four copies of encroachment resolution signed by the proper city officials of Estacada.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

ME

✓ cc Mr. J. W. Nash

Tom

RECEIVED
APR 26 1947
FOR FILING

HT-1(1)

April 25, 1947

Warren Northwest, Inc.
Post Office Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on April 24, 1947, awarded you the contract for grade widening and paving on the Milwaukie-Estacada Section of the Clackamas Secondary Highway in Clackamas County. This award was based on your low bid of $421,548.22 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

5

RECEIVED
MAY 6 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

HT-1-1

April 24, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project HT-1(1), Milwaukie - Estacada Section of the Clackamas Secondary Highway, to Warren-Northwest Inc., Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
APR 26 1947
[illegible]
STATE HIGHWAY COMMISSION

Ton

RECEIVED
[illegible] 15 [illegible]
FOR FILING

HT-4(1)

April 9, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 15 for the Milwaukie-Estacada Section, Project No. E.T.-1 (1) on which page the size of culvert to be constructed at Station 126+80 is correctly indicated to be 8' x 6'.

We are likewise enclosing six blueprint copies of the plan showing detail of the intersection with the Cascade Highway at Clackamas.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWE:EM

Encl.

FORM E-90 30M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 14, 1947

SUBJECT: Photographs of Damaged Sections of Milwaukie-Estacada Secondary Highway.

To: Mr. E. A. Collier
Maintenance Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed herewith twelve (12) photographs of damaged sections of the Milwaukie-Estacada Secondary Highway. These pictures were taken by Mr. Rosin of the Travel Information Bureau under my direction on March 11, 1947.

These pictures are representative of the entire section between milwaukie and Eagle Creek, and are not in any sense an indication of the worst spots. The same conditions prevail in general throughout the length of the project, before the State started maintaining the section on March 10th.

Very truly yours,

W. C. WILLIAMS
Division Engineer

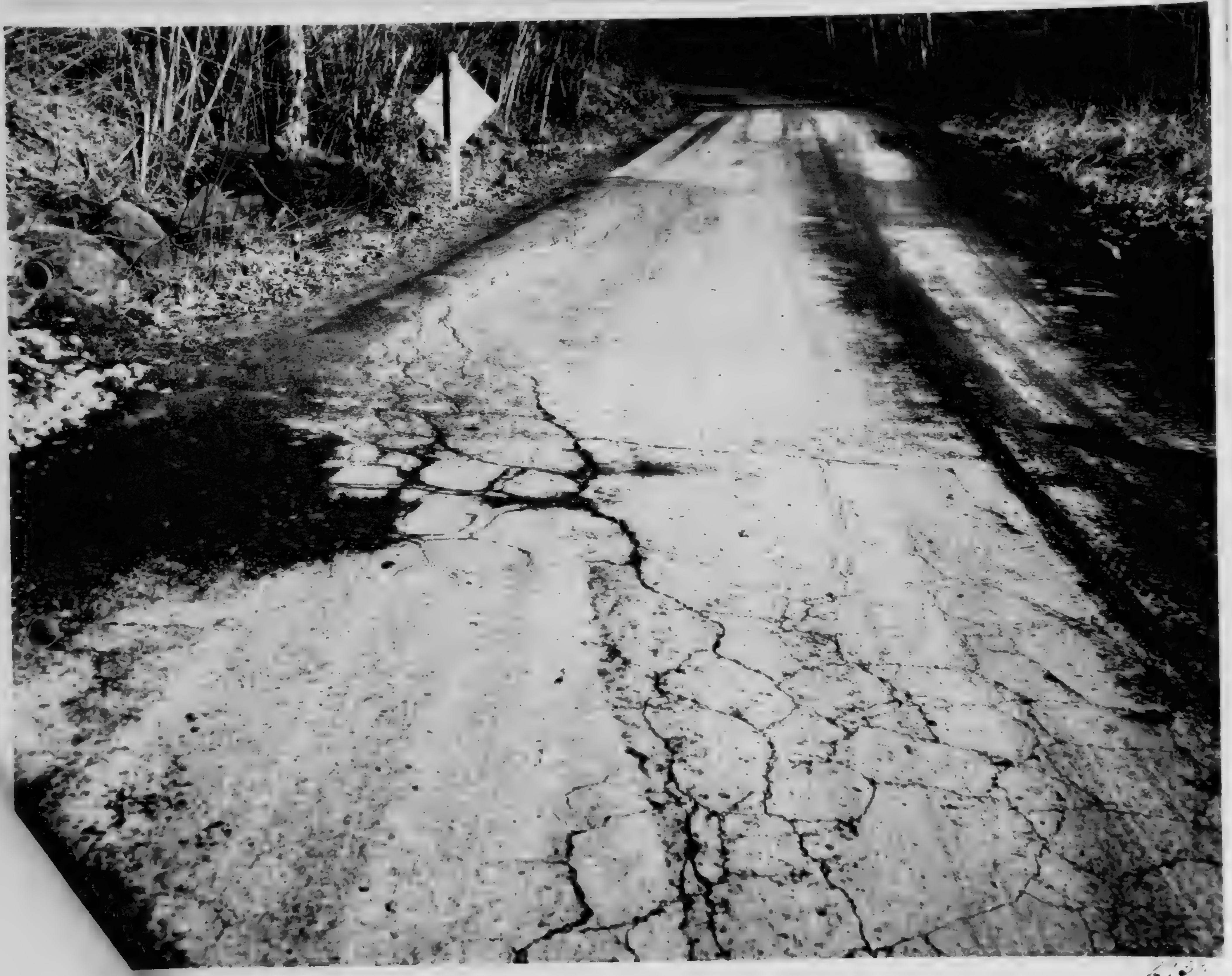
WCW/ed
enc.

NOTED
E. A. COLLIER

NOTED
I. A. DE FRANCE

#2928 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Lack of Drainage and Fractured Surface near Camp
Withycombe at Station 282

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON



#2930 MILWAUKIE-ESTACADA SECONDARY HIGHWAY

Surface Failure at Station 512

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2931 MILWAUKIE-ESTACADA SECONDARY HIGHWAY

Surface Failure at Station 551

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2932 MILWAUKIE-ESTACADA SECONDARY HIGHWAY

Road Bed Slippage and Surface Failure at Station 646

OREGON STATE HIGHWAY COMMISSION
SALEM, · OREGON

#2934 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Pot Holes at Shoulders and Fractured Surface at
Station 808

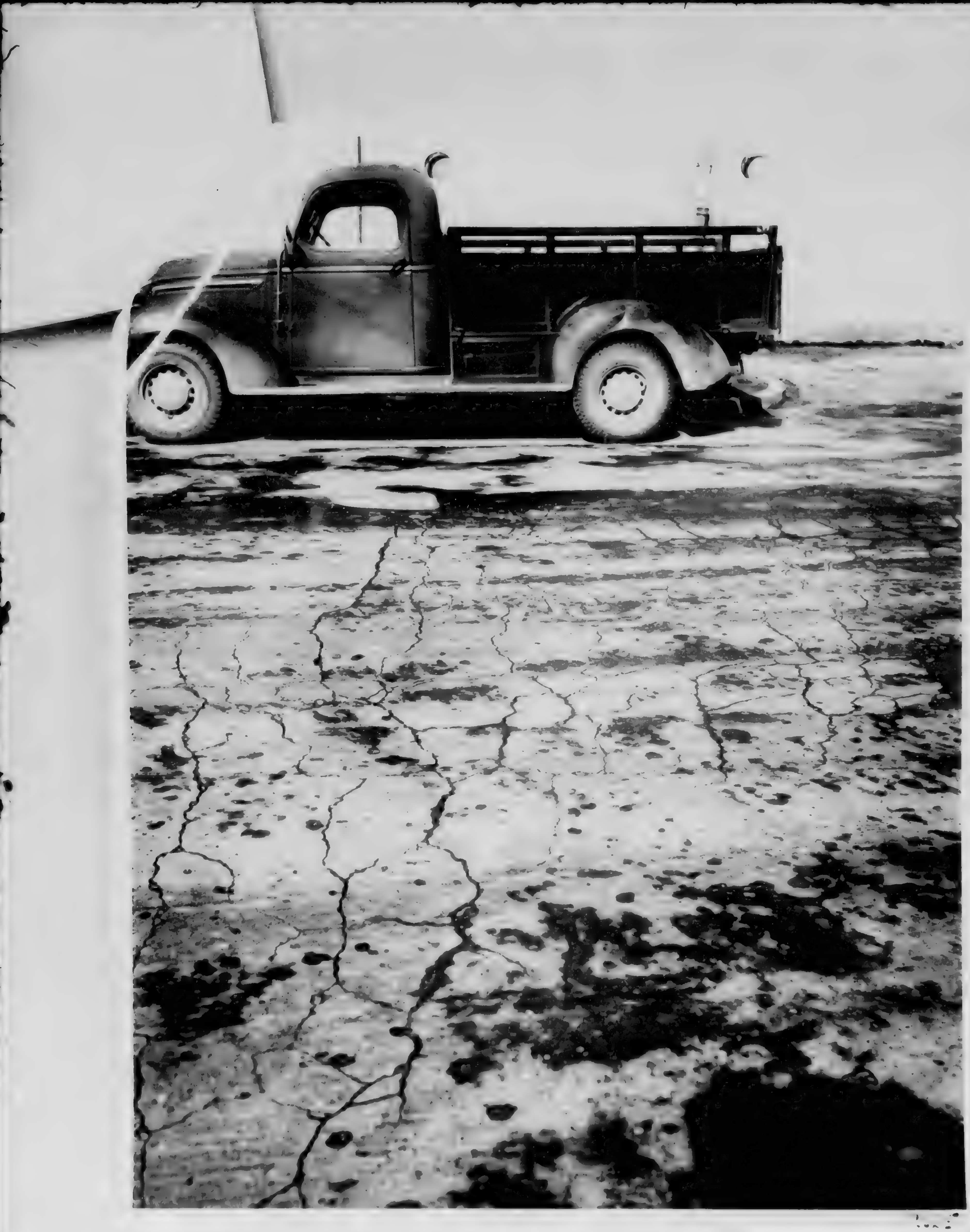
OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2935 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Decayed Deck on Goose Creek Bridge at
Station 885

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2936 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Breakage of Shoulders at Pavement Edge at
Station 800

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON



#2926 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Completely Failed Surface on 21st Street in Milwaukie
at Station 9

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2927 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Bridge on Lake Road at Station 129

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

#2929 MILWAUKIE-ESTACADA SECONDARY HIGHWAY
Decayed Deck on Rock Creek Bridge at Station 427

OREGON STATE HIGHWAY COMMISSION
SALEM, - OREGON

ORIGINAL REFERRED TO SMITH ON 3-13-47 WITH NOTE: "SEE ME ABOUT THIS."

S

file

RECEIVED
MAR 13 1947
FOR FILING

HT-1-1

COPY

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division Eight

808 Bedell Building
Portland 8, Oregon

March 11, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 4, 1947 relative to the executed agreement covering the Milwaukie - Estacada Timber Access Road, HT-1(1), and advising complete P.S. & E. papers should be submitted before authorizing advertisement.

Upon further consideration, since the Federal funds for this project were made available to increase the supply of lumber during the present shortage, it seems advisable that construction be started as soon as possible. With this in mind, you may find it desirable to get a contract awarded without awaiting the completion of the regularly required P.S.&E. papers by using say a roll profile, with a reasonably close estimate of quantities for the use of bidders. These could then be followed with P.S.&E. conforming to our ordinary requirements.

Since we believe every effort should be made to get the actual construction started as early as possible, no objection would be made to such a procedure should you so desire.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 11 1947
FOR FILING

Salem, Oregon
March 10, 1947

Eagle Creek-Sandy Sec.
Woodburn-Sandy Sec. Hwy.
Survey

Mr. R. H. Baldock

Attached hereto are three copies of the resolution adopted by the State Highway Commission on February 3, 1947, approving and adopting, as of September 24, 1945, the survey, route and location of the Egale Creek-Sandy Section of the Woodburn-Sandy Secondary Highway, in Clackamas County.

The original resolution has been retained by this office for the Commission's records and files. These are for handling as you see fit.

Secretary

cc
Attchs.

EIVED
AR 11 1947
OR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1947

Const
Projects
Access Roads

SUBJECT:

To: Mr. H. B. Glaisyer,
Office.

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

In trying to clear my desk of accumulated matters I find your letter of March fourth about an agreement with Clackamas County concerning the Estacada-Milwaukie County Road.

I understand that this matter has been taken care of by Mr. Cutler. If that information is not correct, let me know.

Yours very truly,
J. M. Devers
J. M. DEVERS

JMD:PW

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[illegible]
Projects
Access Roads

Salem, Oregon
March 4, 1947

Agreement with Clackamas County

Mr. J. M. Devers

This note is to remind you that you were instructed by the State Highway Commission at its last meeting to prepare some sort of an agreement for the Commission to sign with Clackamas County relative to the taking over of the Estacada-Milwaukie County Road as a state secondary highway.

The Commission wants to designate it a state secondary highway at the next meeting on March 24 if everything is clear by that time. I presume this will call for resolutions as well as the agreement.

Secretary

HBG:eo 3/5

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jects
Access Roads

Salem, Oregon
March 4, 1947

Designation of Estacada-Milwaukie County Road as state secondary highway

Mr. R. H. Baldock

This note is to remind you that the State Highway Commission at its meeting on February 4 stated a desire to designate the Estacada-Milwaukie County Road a state secondary highway at the March 24 meeting of the Commission.

Secretary

HBG:ee 3/6

ING

jects
Access Roads

February 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending herewith three copies of the agreement applying to the proposed Milwaukie-Estacada Forest Access Road Project, all of which copies are signed by the Highway Commission.

When Mr. Lynch has signed these copies, please return one copy to us as authority for the prosecution of surveys and preparation of plans.

An endeavor will be made to have the plans completed early in April so that bids for the work may be received about April 28.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Encl.

February 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending herewith three copies of the agreement applying to the proposed Milwaukie-Estacada Forest Access Road Project, all of which copies are signed by the Highway Commission.

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Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Encl.

5

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

308 BEDELL BUILDING
PORTLAND 8, OREGON

Projects

February 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

There are herewith submitted three copies of proposed project agreement covering Oregon Project No. H.T. 1(1), Milwaukie - Estacada Road, for signature by the Highway Commission. Upon signature by the Highway Commission please return all copies to this office.

Authorization to advertise this construction will be withheld pending receipt and approval of revised estimate, together with satisfactory detail plans and specifications.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Encl.

NOTED
State Highway Engineer

D

LING

ject

ess Roads

February 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accordance with your request by telephone, we have revised the arrangement of our estimate of cost for the Milwaukie-Estacada Forest Access Road Project and are sending revised copies to you herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS
Encl.

IVED
1 7 1947
R FILING

[illegible]
Projects
Access Roads

February 15, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As requested by you a few days ago, we submit herewith the following items relating to the proposed Milwaukie-Estacada Forest Access Road Project:

Estimate of cost
Typical cross-section
Sketch map

The estimate of cost contemplates a few minor revisions in location to improve alignment at sharp turns. These revisions cannot be, and are not, shown on the sketch map, but we wish it understood that their cost will be a participating part of the cooperative total.

We find it impossible to apply federal aid funds to this project as all federal aid funds now available to Oregon have been allocated to other projects, a number of which are on roads of service in the production and distribution of lumber.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Encl.

February 13, 1947

Cross Referenced to
Adm.
Letters
Banfield, T.H.

Mr. T. H. Banfield, Chairman
Oregon State Highway Commission
P. O. Box 450
Portland 7, Oregon

Dear Mr. Banfield:

Herewith extract from the minutes of November 25, 1946, outlining the Engineer's report on the Estacada-Milwaukie Road.

You will note that, in view of the work that the County has done, the maintenance estimate was reduced from $75,000 to $50,000.

The Commission at its last meeting approved a total of $350,000 for expenditure on this road this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Encl.

EXCERPT FROM MINUTES OF STATE HIGHWAY COMMISSION MEETING HELD NOVEMBER 25, 1946

Portland, Oregon
November 25, 1946

The State Highway Commission met in regular session at 9:00 a.m. in Room 715 (Imperial Room) of the Imperial Hotel. Present were:

T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
Ben R. Chandler, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

* * * * * * * * * * *

The Commission had under discussion a resolution from the Clackamas County Court requesting the designation as a state secondary highway of the county road which extends from Estacada to Milwaukie, which request was presented to the Commission orally by a delegation which appeared before the Commission on August 7, 1946. It appears that Clackamas County is not financially able to maintain this road, which is used extensively by log haulers in truck hauling logs to Portland and dumps in the Willamette River from the upper reaches of the Clackamas River, so unless some other agency furnishes funds with which to keep this road in repair all log hauling thereover must cease. It also appears that the Federal Government is particularly interested in the project because of the sale of National Forest timber in the Clackamas district; moreover, a considerable amount of Federal funds is now being expended to finance timber access road construction within the borders of the National Forest, which expenditure will be of no particular benefit unless the roads outside of the National Forest are also improved.

The Engineer advised that about six miles of the road is now a secondary state highway and the balance, about 20 miles, is county road; also, that investigation reveals that to improve the entire route to proper standards would cost about $550,000. The Federal Housing Authority, he said, has agreed to contribute the sum of $275,000 toward the expense on the condition that either the state or the county will contribute a like amount and will assume future maintenance of the road. He estimated that the maintenance expense for the first year would amount to about $75,000 and the cost of the survey about $25,000, so in the event the Commission should accept the offer of the Federal Housing Authority it would mean committing state funds to the extent of approximately $375,000 for the first year. The maintenance cost thereafter, he said, would be from $10,000 to $15,000 annually. He advised that the matter has been discussed with the county court, which has agreed to furnish a right of way 60 feet wide throughout the entire section and additional right of way as may be required at sharp curves. He pointed out that there are approximately 2,400 miles of state highways that are used by log haulers and that there is a serious shortage of equipment to maintain such mileage. He further stated that after inspecting the road and consulting with Chairman Banfield he informed the Federal Housing Authority that he would recommend to the Commission acceptance of its offer if the Federal Housing Authority would make arrangements for the state to purchase from Government surplus property road-building equipment ficient to maintain 2,400 miles of highway that are used by log haulers roughout the state.

Chairman Banfield advised that he informed County Judge E. L. Pope that if the Highway Commission took over jurisdiction of this road it would insist that the county furnish a 60-foot right of way throughout and additional right of way at curves so that long logs and piling could be transported around these points without taking up more than half the traveled portion of the roadway. He gave as his thought that the Commission should give serious consideration to the assumption of this obligation if the right of way is furnished and if equipment can be obtained from the Federal Government; however, in his estimation, the Commission should defer its decision until it is known just what the other interested people will do. Following discussion Commissioners Schaupp and Chandler approved the suggestion offered by Chairman Banfield, making it unanimous. The Engineer was thereupon instructed to convey to the Federal authorities the action taken and to make it clear that as a first condition the Commission insists that its equipment requirements be satisfied.

* * * * * * * * * *

February 8, 1947

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to the proposed reconstruction of the Milwaukie-Estacada Road, this will advise that the Highway Commission is ready and willing to enter into an agreement with interested federal agencies under the following general terms:

1. The Highway Commission will assume responsibility for reconstruction of the road in accordance with plans heretofore discussed.

2. The Highway Commission will assume responsibility for maintenance of the road on execution of the agreement, and perpetually thereafter.

3. The Federal Government will pay to the State Highway Commission the sum of $275,000 as cooperation in the reconstruction cost.

If the terms here stated are agreeable, please arrange for the preparation of the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

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1947
FILING

February 8, 1947

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

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If the terms here stated are agreeable, please arrange for the preparation of the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Confirmation

ING

PORTLAND, OREGON, JANUARY 6, 1947

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM, OREGON.

WE ARE ADVISED BY COMMISSIONER THAT FHA HAS AUTHORIZED $275,000 ITS FUNDS TO BE MATCHED ON EQUAL BASIS FOR NECESSARY IMPROVEMENT MILWAUKIE-ESTACADA ROAD PROVIDED YOU WILL ASSUME PERPETUAL MAINTENANCE RESPONSIBILITY, AND FINANCE THE SURVEY AND RIGHT OF WAY COSTS. ADVISE IF YOU ACCEPT AND IF SO SUBMIT ESTIMATE SO THAT PROJECT AGREEMENT MAY BE EXECUTED. IF AGREEABLE YOU ARE AUTHORIZED TO PROCEED WITH THE WORK IN ACCORDANCE WITH THE GENERAL TERMS OF THE PRELIMINARY REPORT AS AMENDED BY ABOVE LISTED CONDITIONS. PROJECT NUMBER IS OREGON HT-1. FUTURE CORRESPONDENCE THIS PROJECT MAY BE WITH DISTRICT ENGINEER.

LYNCH.

CC: DAVIS
FEDERAL AID
CONFIRMATION

RECEIVED
JAN 7 1947
OREGON
STATE HIGHWAY COMMISSION

Roads

January 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Regarding the wire from Mr. Lynch that $275,000 federal funds are authorized if matched on equal basis by the State for improvement of the Milwaukie-Estacada Road, provided that the State assume perpetual maintenance and finance the survey and right of way cost, advise that the State Highway Commission has accepted this proposition provided the Government will furnish 160 dump trucks, 12 motor graders, and five power shovels which are needed to maintain this road, and 2400 miles of other timber access roads.

The State does not ask for the equipment as a gift but will pay for the same. Thus far, the State has received certificates but no equipment, and the agreement cannot be completed until receipt of equipment is assured.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:bi

WESTERN UNION (29)

1220

A. N. WILLIAMS
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA168 97/95 GOVT=WUX PORTLAND ORG 6 326P
R H BALDOCK STATE HIGHWAY ENGINEER=SM 1947 JAN 6 PM 3 31

=WE ARE ADVISED BY COMMISSIONER THAT NHA HAS AUTHORIZED $275,000 ITS FUNDS TO BE MATCHED ON EQUAL BASIS FOR = NECESSARY IMPROVEMENT MILWAUKIE-ESTACADA ROAD PROVIDED YOU WILL ASSUME PERPETUAL MAINTENANCE RESPONSIBILITY, AND FINANCE THE SURVEY AND RIGHT OF WAY COSTS. ADVISE IF YOU ACCEPT AND IF SO SUBMIT ESTIMATE SO THAT PROJECT AGREEMENT MAY BE EXECUTED. IF AGREEABLE YOU ARE AUTHORIZED TO PROCEED WITH THE WORK IN ACCORDANCE WITH THE GENERAL TERMS OF THE PRELIMINARY REPORT AS AMENDED BY ABOVE LISTED CONDITIONS PROJECT NUMBER IS OREGON HT-1. FUTURE CORRESPONDENCE THIS PROJECT MAY BE WITH DISTRICT ENGINEER=

=LYNCH.

(Copies made for Commissioners 1-7-47)

.$275,000 HT-1.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JAN 2 1947
FOR FILING

PHONES
OFFICE ATWATER 5561
RES. LANCASTER 4554

ELBERT EASTMAN
LAWYER
OFFICES: COUCH BUILDING
300 HENRY BUILDING
BETWEEN WASHINGTON & STARK
PORTLAND, 4, OREGON

Dec 27, 1946

#4491
#4478

State Highway Commission
Salem, Ore.

Gentlemen:

On December 8th I wrote you as follows:

"I understand the State Highway Commission is taking over the county road from Milwaukie to Eagle Creek. Would you kindly inform me what kind of a road this will be and when you will get started; how wide the road will be and if you will take some of the curves out. Will it go past Carver and on up the Clackamas. I am interested as I have a place three miles above Carver on this side of the river--the north side. Thanking you for what information you can give me and a small map if you have one or a pensil sketch I am. sincerely".

So far I have not had a reply. Would you kindly give me what information you have available,

Yours very truly

Elbert Eastman

RECEIVED
DEC 30 1946
OREGON
STATE HIGHWAY COMMISSION

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AGENDA
DEC 30 1946

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Access Roads

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28th, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

In connection with the construction of the Eagle Creek-Sandy Section of the Woodburn-Sandy Secondary Highway which we wish to put under contract at the next letting, there are two places where the 2-inch water main serving the City of Sandy is interfered with by the highway relocation and must be moved.

Between Station 3+70 and Station 7+20 the new location crosses and recrosses the pipe line in such a way it would be practically over it for a large portion of the distance. Therefore, it should be moved over to the right of way line.

At Station 15+65 the new roadbed is in a 27-foot cut at the pipe line crossing, which makes it necessary to move the pipe line to the mouth of the cut.

May we have the Commission's authority to arrange with the City of Sandy for the removal and readjustment of these points on the pipe line. The cost will be about $1,000. In my opinion this is an obligation of the State since this is a highway project and not one involving the improvement of city streets.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR

M

RECORD OF ASSIGNMENT

PTION: Letter from Elbert Eastman of Dec. 27 re, arlier letter of Dec. 18 on Eagle Creek - Milwaukie hwy.

ATE: Dec. 30, 1946 ASSIGNED TO: CUTLER

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X (Please prepare reply for my signature
(

REPORT RECEIVED: 12-31-46 I.V.A.

REMARKS:

#4478

December 27, 1946

Mr. Elbert Eastman
500 Henry Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter of December 18 with regard to the Highway Commission taking over the county road from Milwaukie to Eagle Creek.

Negotiations are underway with Clackamas County whereby the State Highway Commission will take over this road as a secondary state highway and improve the road if funds are made available.

The road will be constructed to permit the hauling of logs from the forest above Estacada to Milwaukie.

No survey has yet been made, and at the present time the plan is to reduce the curvature at Eagle Creek and near Clackamas.

We do not have a map of the road between Carver and Eagle Creek which indicates the alignment of the county road. Such a map may be on file in the records of the Clackamas County Engineer, Mr. Meldrum.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Oscar Cutler

RECORD ASSIGNMENT

er from Elbert Eastman 12-18-46 regarding
waukie to Eagle Creek Road.

12-21-46 ASSIGNED TO: CUTLER

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X (Please prepare reply for my signature
(

REPORT RECEIVED: 12-27-46

REMARKS:

PHONES
OFFICE ATWATER 5561
RES. LANCASTER 4564

ELBERT EASTMAN
LAWYER
500 HENRY BUILDING
FOURTH AVENUE
BETWEEN WASHINGTON & STARK
PORTLAND, 4, OREGON

December 18, 1946

State Highway Commission
Salem, Ore.

Gentlemen:

I understand theState Highway Commission is taking over the county road from Milwaukie to Eagle Creek. Would you kindly inform me what kind of a road this will be and when you will get started; howe wide the road will be and if you will take some of the curbes out. Will it go past Carver and on up the Clackamas. I am interested as I have a place three miles above Carver on this side of the river--the north side.

Thanking you for what information you can give me and a small map if you have one, or pencil sketch I am

Sincerely
Elbert Eastman

RECEIVED
DEC 20 1946
OREGON
STATE HIGHWAY COMMISSION

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ojects

Roads

December 23, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed herewith are four copies of a resolution and four copies of a small map, signed by the Clackamas County Court, approving changes in Federal Aid Secondary Highway No. 141 from the Mt. Hood Highway in Sandy southwesterly via Eagle Creek to a junction with FAS 140 approximately one mile southeast of Eagle Creek; also, six copies of Supplemental Tabulation No. 3 and four copies of letter of transmittal.

Under separate cover, we are mailing you four copies of a revised General Highway Map, being sheet 1 of 5 of Clackamas County.

The data are being forwarded to you in accordance with G.A.M. No. 304. Your approval of the proposed change is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. Oscar Cutler

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 23, 1946

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto, for your signature, are the original and three copies of a letter for T. M. Davis with regard to changes in Federal Aid Secondary Highway No. 141 in Clackamas County from the Mt. Hood Highway in Sandy to Eagle Creek.

Also attached are the resolutions and maps signed by the Clackamas County Court, together with copies of a tabulation required by the Public Roads Administration. We have prepared the large size maps that are required, and they are being forwarded to the Bureau under separate cover.

Very truly yours,

Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

OC:me

Encl.

#4473

December 14, 1946

Mr. T. E. Chapman, Secretary
Chamber of Commerce
Estacada, Oregon

Items Referred to
Adm.
Assns.
C of C Estacada

Dear Sir:

Reference is made to your request for a possible straightening of State Route 211 about 2.5 miles north of Estacada.

The State Highway Commission is negotiating with the Federal Government relative to taking over the Milwaukie-Eagle Creek county road and widening it and the Eagle Creek-Estacada Section in order to facilitate log hauling from the Clackamas River timber area. If this arrangement is completed, we will give consideration to your request at the time we are working up the plans for the improvement of the road.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith
W. C. Williams

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

NOTED
State Highway Engineer

Salem, Oregon
December 12, 1946

SUBJECT: Milwaukie-Estacada
Secondary Highway

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I note that at the last Commission meeting the Milwaukie-Estacada road was taken over as a secondary highway, effective January 1. We have made an inspection of all the bridges on this road. There are four timber bridges, three of which are in a bad state of repair. The Rock Creek Bridge at Milepost 8.05 should be entirely rebuilt within the next year and emergency repairs to the deck and stringers should be made before or immediately after we take over the operation of the road. It is estimated that these emergency repairs will cost $2,250 and the complete rebuilding of the structure, using untreated timber, $15,035.

The Deep Creek Bridge at Milepost 13.85 has a badly decayed deck and there is some decay in the stringers and bulkheads. A complete inspection should be made by our timber boring crew at an estimated cost of $50 and replacements to the decayed deck and stringers should be made as soon as practicable. It is estimated that the repairs to the structure will cost $7,330.

The Goose Creek Bridge at Milepost 17.96 has a deck which is loose, rough, and badly decayed. A three-inch asphalt pavement has been carried across this deck which is now breaking up at the decayed spots and will shortly break through entirely. The bridge should be redecked as soon as practicable at an estimated cost of $700.

In summary, emergency repairs estimated to cost $2,300 should be made immediately, and replacements amounting to $23,065 should be made as soon as material can be purchased.

Very truly yours,

G. S. Paxson
G. S. Paxson
Bridge Engineer

Attached
GSP GM
cc W. W. Stiffler
E. G. Ricketts

Recommendations and Estimates of Cost
for
Bridge Maintenance Requirements
on
Milwaukie-Estacada Secondary Highway

I. Rock Creek #1439 at milepost 8.05.

8-19' & 2-20' F.T. spans on concrete peds. 21'-2" Rdy. with 4-foot sidewalk on left side.

This structure was built by Clackamas County in 1929. Of the 12 lines of 6x18 stringers, 10 interior lines have been replaced in spans 3-10 inclusive. The outside stringers are entirely decayed on top and at bearings. The 2x8 laminated deck is rotted and is breaking through in the spans at both ends of the structure. A few planks have been thrown in on the west end to replace broken decking, but these are loose and bouncing under the log-hauling traffic. This condition is very bad and should be immediately remedied with emergency repairs.

The entire structure will require replacement within the next year.

A. Emergency Repairs

Replace rotted 2x8 laminated decking and loose planking on two west 19-foot spans, and rotted decking on first east end span, replacing decayed interior stringers on two east end spans. Use double layer of 4x12 planks and replace 10 lines 6x18 stringers in each of the two west spans.

Lumber required:	FBM
120 - 4x12 - 24'	11,520
20 - 6x18 - 20'	3,600
	15,120
Estimate: 15 M-FBM at $150	$2,250

B. Entire Replacement

Redeck to 24' rdy. and renew 4-foot sidewalk on left side. Use drawing #8470 and place 11 lines 6x20 stringers in place of 11-6x18 shown in table.

(1)	Superstructure	- 43 M-FBM	at $125	$5,375
(2)	Place 2x2	- 12 M-FBM	at $115	1,380
(3)	Renew handrails & sidewalk	12 M	at $190	2,280
(4)	Replace substructure & BHs	40 M-FBM	" $150	6,000
				$15,035

II. Deep Creek Bridge #2082 at milepost 13.85.

1-90' deck Howe truss with 2-19' P.T. on north end and 2-19' F.T. on south end. 23'-3" rdy. with

This bridge was built in 1934 by Clackamas County in accordance with our design drawings #5279, 5280, 5281, 5282, and 5173. H-15 loading.

It has a 4x12 fir plank and 2x2 red cedar deck, with a 3" asphalt mat wearing surface. In laying the deck, plank were not spaced and these are now decayed where they bear on the stringers and the top of the stringers are decayed. The pavement is patched in several spots and where the 2x2 red cedar has been exposed, it is worn down to the 4x12 plank. The bottom of the frame bent posts and the sills over the concrete peds are decayed. The red cedar piling on the north end are sap rotted only, but the lower end of the sway bracing is completely decayed.

It appears that the end posts on the left side of the south end of the truss have been replaced, and in doing this, the county forces have destroyed the proper camber, possibly from supporting the truss at the center where there are two falsework bents still standing. The bottom chord is low at the left panels and high at the center panel. Due to the pack rat nests at the top chord joints, it appears that there is possibly some decay here, but there is no crushing apparent at any of the joints in either the top or bottom chords or at the bearing points of the diagonals. The ends of the cross-sills between the lower chords over the piers are completely decayed and possibly the lower chord 6x6 laterals where they intersect. There is no failure in the lower chord splice shear tables.

1. Redeck and replace rotted stringers in truss and approach spans, renewing bulkheads, handrails, and 4-foot sidewalk.

47 M-FBM at $140 $6,580

2. Renew bulkheads, abutment plates, caps, and frame bents on south end.

4 M-FBM at $150 $ 600

3. Restore camber in truss. $ 150

$7,330

III. Goose Creek #5307

This bridge has been redecked with half-width planks. These planks are loose, rough, and decayed. The 3" asphalt pavement has broken away in spots, exposing the deck plank, thereby making a very rough riding surface.

Replace timber span and raise 2" on present concrete abutments using

				FBM
Deck	10	4x12	24'	960
Bumpers	2	6x12	28'	336
Stringers	10	6x14	14'	980
Abut. planks	2	6x12	28'	336
Handrail	6	8x8	5'	160
Felloeguard	2	10x12	16'	320
Railing	2	3x10	18'	90
End posts	4	12x12	8'	384
2x2		1,200 lin. ft.		300
Bulkhead	6	4x10	30'	600
			Total	4,466

5 M-FBM at $140 $700

Total of above estimates	$25,315
Plus timber boring inspection Rock Creek	50
Grand total	$25,365

Submitted by________________________
E. G. Ricketts
Bridge Inspection Engineer
December 10, 1946

Route Log

MILWAUKIE-ESTACADA SECONDARY HIGHWAY

e. No.	Name & Office No.	Load Rate	Description
0.00			Intersection of Jefferson St. with Pac. Hwy. 1E, in Milwaukie, Mp. 5.87
0.11			Turn right off Jefferson St. at corner of St. Johns Church.
0.16			Stop street in Milwaukie.
0.20			S.P.R.R. Grade Xing. Double tracks.
0.29			Lake road. Stop street intersection. Turn left.
0.89			County Rd. #0-34 on right.
2.17			County Rd. #893 on left. (Damascus Rd.)
2.33			County Rd. #2021 (Rusk Rd.) on right.
2.40	Mt. Scott Creek #4876	2-L H-15	1-16' P.T. span. 11-6x18 strs. 6x12 deck. Piling driven in front of old abuts. 6' deck to stream bed. H.C. 21'-3".
2.92			V intersection with County Rd. #747, (Webster Rd.) to the right. Proceed ahead to the left.
3.57			Rt. angle turn to left. County Rd. #698 straight ahead. (Johnson Rd.)
3.87			Intersection with State Secondary Hwy. #160 (82nd St.) at Mp. 9.71. (Clackamas O'xing ½ mi. north or left of this intersection). Turn right and follow Hwy. #160 to Clackamas.
4.55			Clackamas Road sign.
4.81			Intersection with county road #754 (to Boring & Estacada). Turn left on Co. Rd. #754. (Leaves Hwy. #160 at Mp. 10.64).
4.94			S.P.R.R. Grade Xing. Double tracks.
5.27			Clackamas Rifle Range of Ore. Nat'l Guard. Turn right.

MILWAUKIE-ESTACADA SECONDARY HIGHWAY

Loc. No.	Name & Office No.	Load Rate	Description
5.46			Intersection with Mkt. Rd. #C-16. Turn left.
7.27			2-42" C.I.P., 30' long with conc. head walls & guard fence. Hor. cl. = 25'-7" between guard rails.
7.81	#6038		6'x4' RCBC. Headwalls 15' high, 32' back to back.
8.05	Rock Creek #1439	2-L H-18	8-19', 2-20' F.T. spans. 2x8 Lam. deck. ½" oil mat. ws. 11 lines 6x18 strs. 65' deck to stream bed. H.C. 21'-2" 1930
8.10			Intersection with Co. Rd. #C-7. Turn right & follow Rd. #C-7 toward Boring.
8.19			60" conc. pipe under 20' fill.
9.23	Carver Junction		Keep to left on Rd. #C-7.
9.54			Guard fence broken down.
10.60	#5308		Conc. Gothic Arch Culvert.
13.85	Deep Creek #2082	2-L H-15	2-19' F.T. spans, 1-90' housed timber deck truss, 2-19' F.T. spans. 4x12 plank deck. ½" oil mat ws. 10 lines 6x16 strs. 46' deck to stream bed. H. C. 23'-3". 1934
14.63			Estacada Elect. R.R. Grade Xing.
16.78	Goose Creek #5307	2-L H-17	1-12' Timber span on conc. abuts. 4x12 plank deck. ½" oil mat w.s. 13 lines 6x14 strs. 7' deck to stream bed. H.C. 23'-2" 1938
17.96			Eagle Creek Store.
18.11			Intersection with Woodburn-Sandy Sec. Hwy. #161, Mp. 40.02. Turn right onto #161.

MILWAUKIE-ESTACADA SECONDARY HIGHWAY

No.	Name & Office No.	Load Rate	Description
19.45	Eagle Creek #3060	2-L H-12 C-15	1-13', 1-19' F.T. spans on peds, 1-120' steel deck truss on conc. piers, 9-18' F.T. spans on peds. 4x12 & 2x2 deck. Oil mac. w.s. 11 lines 6x18 strs. 48' deck to streambed. Strs. & deck replaced 1938. H. C. 19'-2". 1927
20.33	#3059		4x4 RCBC 32' long extended with 1-5' Timber span 32' long on conc. abuts. Skewed. 2x6 Lam deck on Timber section. Invert paved. 1' fill. Oil mac. w.s. H. C. 62'-6" between headwalls.
21.04	Currin Creek #3058	2-L H-22	1-13' Timber span on conc. abuts. 4x12 & 2x2 deck. Oil mac. w.s. 13 lines 8x12 strs. 7' deck to stream bed. Redecked & widened. 1937 H. C. 23'-3"
21.35			Currinsville Store (Hwy. #161, Mp. 36.77)
22.84	#3057	2-L H-22	1-13' Timber span on conc. abuts. 4x12 & 2x2 deck. Oil mac. w.s. 13 lines 8x12 strs. 5' deck to stream bed. H. C. 23'-3". 1940
23.20			Entrance to Union Sr. High School, Estacada. (Highway #161, Mp. 34.92)
23.37			Entrance to Estacada Grade School. (Hwy. #161, Mp. 34.75)
23.68			Estacada.
23.76			Estacada Elect. R.R. Grade Xing. (Hwy. #161, Mp. 34.36)
23.92			Junction with County Rd. #1186. Turn left on #1186. (Hwy. #161, Mp. 34.20)
25.32			Faraday-Casadero Elect. R.R. depot. Opposite PGE power penstocks. End of Secondary designation.
26.80			Mp. 3.0 on logging rd. 0.0=Jct. with Secondary Highway #161.

RECORD ASSIGNMENT

1173

r Dec. 6, 1946 from Estacada Chamber of
ng straightening of Hwy 211 2½ miles ne of Estacada
ch Folsom Road.

12-12-46 ASSIGNED TO: H. G. Smith

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment on recommendation and return to this office
(Investigation and such ~~action as is necessary~~
X (Please prepare reply for my signature
(

REPORT RECEIVED: 12-14-46 B.B.

REMARKS:

RECEIVED
DEC 12 1946
OFFICE OF
CONSTRUCTION ENGINEER

AN
OPP, MEMBER
ALLS
ESSMAN, MEMBER
IA

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE
HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 11, 1946

Mr. T. B. Chapman, Secretary
Chamber of Commerce
Estacada, Oregon

Dear Mr. Chapman:

Your letter of December 6 regarding straightening of route 211 at Junction with Folsom Road 2½ miles north of Estacada has been referred to Mr. R. H. Baldock, State Highway Engineer.

The improvement of the entire route between Milwaukie and Estacada will come up for consideration when the highway commission takes over the maintenance of this new secondary highway.

Inasmuch as the junction you refer to is on a section of our secondary highway route 211, this improvement may already be contemplated.

Very truly yours,

E. G. Ricketts
Bridge Inspection Engineer

EGR:BW

cc R. H. Baldock ✓

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1220

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

RECEIVED

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FOR FILING DEC 11 1946

ATOR GUY CORDON
SENATE OFFICE BLDG WASHINGTON DC

IMPROVEMENT ESTACADA-MILWAUKIE TIMBER ACCESS ROAD VITALLY NECESSARY TO LUMBER INDUSTRY IN PORTLAND. ESTIMATE OF COST CONSTRUCTION OF ROAD TO STANDARD REQUIRED TO SUSTAIN LEGAL WEIGHT LOG TRUCKS ON 20-MILE SECTION $550,000. FWA HAS AGREED THROUGH PUBLIC ROADS ADMINISTRATION TO FURNISH ONE HALF CONSTRUCTION COST OR $275,000 PROVIDED STATE HIGHWAY DEPARTMENT WILL TAKE OVER ROAD, MAKE SURVEY, PERFORM CONSTRUCTION AND ASSUME IMMEDIATE MAINTENANCE. ESTIMATE OF COST OF MAINTENANCE PENDING RECONSTRUCTION $75,000, SURVEY $25,000. TOTAL STATE FUNDS REQUIRED FIRST YEAR $375,000. HIGHWAY COMMISSION WILLING TO ASSUME OBLIGATION PROVIDED GOVERNMENT FURNISH $275,000 FOR CONSTRUCTION AND FURNISH SUFFICIENT EQUIPMENT TO MAINTAIN THIS SECTION AND ADDITIONAL 2400 MILES TIMBER ACCESS ROADS ON STATE SYSTEM NOW UNDER MAINTENANCE. BALDOCK ADVISES THAT EQUIPMENT IS SO WORN THAT WITHIN TWELVE-MONTH PERIOD IT WILL BE NECESSARY TO CLOSE MANY ACCESS ROADS UNLESS ADDITIONAL EQUIPMENT IS PROVIDED. COMMISSION REQUEST 200 TRUCKS, TEN MOTOR GRADERS, FIVE POWER SHOVELS. THEY ARE NOT ASKING FOR A GIFT BUT WILL PAY REASONABLE AMOUNT FOR THIS EQUIPMENT AND REQUEST THAT EQUIPMENT OR CERTIFICATION FOR SAME BE TURNED OVER BEFORE MILWAUKIE-ESTACADA OBLIGATION IS ASSUMED. EQUIPMENT IS AVAILABLE ON COAST THROUGH WAR ASSETS CORPORATION. COUNTY MAY CLOSE ROAD SHORTLY UNLESS AGREEMENT IS REACHED WITH COMMISSION. CAN YOU EXPEDITE EQUIPMENT TRANSFER?

FLOYD J COOK

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

...COMMISSI...

Recd referred

E. C. Pickett, 12/10/46.

CHAMBER OF COMMERCE

ESTACADA, OREGON

December 6, 1946

REFERRED TO
H G Smith
By Chief Engineer
Please prepare reply

Mr. Ellsworth Ricketts
State Highway Commission
Salem, Oregon

Dear Sir:

The Estacada Chamber of Commerce would like to know if it will be possible to have State Highway 211 straightened at the junction with the Folsom Road which is about 2 1/2 miles north of Estacada. The grading for this was done a number of years ago but the surfacing has never been done. The completion of this section of the highway would eliminate two hazardous curves and would be greatly appreciated by the residents of this section.

Very truly yours,

T. E. Chapman

T. E. Chapman, secretary

cm

Mr. R.H. Baldock—
I am unable to account for this letter being addressed to me, as I am not acquainted with Mr. Chapman or the section of road he refers to. Have replied that this letter has been referred to you. (Copy attached)
E.W. Ricketts
12/10/46.

DEC 10 1946
OREGON STATE HIGHWAY COMMISSI

AGENDA
NOV 25 1946

November 20, 1946

Hon. E. L. Pope, County Judge
Clackamas County
Courthouse
Oregon City, Oregon

Dear Judge Pope:

I am informed by Mr. Oscar Cutler, Assistant Staff Engineer, that you desire to be present at the meeting of the State Highway Commission next week when the matter of designating the Eagle Creek-Milwaukie County Road as a state secondary highway comes up for discussion.

The State Highway Commission will be pleased if you will be present at such meeting. The next regular meeting of the Commission is scheduled to be held in Portland on Tuesday of next week, November 26, 1946. I have scheduled this matter for discussion at 11:30 a.m. on that day, which I trust will be convenient for you.

The meeting, as usual, will be held in the auditorium on the third floor of the Public Service Building, Sixth and Salmon Streets.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - Mr. Oscar Cutler

[illegible] Nov 26

D

G

jects
ss Roads

Salem, Oregon
November 20, 1946

Delegation appearing at
Commission meeting

Mr. R. H. Baldock

County Judge E. L. Pope, Clackamas County, has asked to be present when the matter of designating the Eagle Creek-Milwaukie County Road as a state secondary highway comes up for discussion at the next Commission meeting.

I have scheduled the matter for discussion at 11:30 a.m. on Tuesday, November 26.

Secretary

ee

DAILY JOURNAL OF COMMERCE

Saturday, November 16, 1946

~~AGENDA~~
~~NOV [illegible] 1946~~

~~4 A~~

~~AGENDA~~
~~DEC [illegible] 1946~~

~~6 A~~

AGENDA
FEB 3 1947

6 P

Access Road Fund Set Up

(D. J. of C.—Nov. 16, 1946)

Oregon City.—F. H. Brundage, western logging and lumber administrator, advised County Judge E. L. Pope via telegram that the sum of $275,000 tentatively was made available by the national housing administration to rebuild the Estacada-Milwaukie access road in Clackamas county. This followed recent action suspending a court order which originally prohibited use of the road by log haulers.

The allotment is made with provisions that the Eagle Creek-Milwaukie section, due to have been closed Dec. 1, is kept open and maintained during the winter by the county, the state highway commission or the U. S. Public Roads Administration. The allotment also provides that either of the latter governmental departments make available an equal sum for the project.

R. H. Baldock, state highway engineer, will confer with T. H. Banfield, chairman of the highway commission on the course of action to be taken while a conference is slated in the near future of all agencies.

U.B.
5 + C

LETTER

check class of service … the message will be …itted as a telegram or ordinary cablegram.

WESTERN UNION

1206

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ACCOUNTING INFORMATION

TIME FILED

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

end the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE NOV 16 1946

F H BRUNDAGE

WESTERN LOG AND LUMBER ADMINISTRATOR PORTLAND ORE

RECEIVED
NOV 18 1946
FOR FILING

RE WIRE YESTERDAY OUTLINING PROPOSAL NHA TO ALLOT $275,000FOR ESTACADA MILWAUKIE ACCESS ROAD PROVIDING STATE OR COUNTY FURNISHES BALANCE TO COMPLETE CONSTRUCTION AND AGREES TO MAINTAIN. NEGOTIATIONS ARE NOW UNDER WAY BETWEEN HIGHWAY COMMISSION AND COUNTY COURT AND FINAL DECISION WILL PROBABLY BE MADE AT HIGHWAY COMMISSION MEETING NOVEMBER 26.

R H BALDOCK

Const.
Projects
Access Roads

WESTERN UNION

(07)

1220

SYMBOLS
DL = Day Letter
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NLT = Cable Night Letter
Ship Radiogram

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

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RA96 77/75 GOVT=WUX PORTLAND ORG 14 354P

1946 NOV 14 PM 4 10

R H BALDOCK=
OREGON STATE HIGHWAY COMMISSION SM=

AM ADVISED BY NHA THEY NOW PREPARED ALLOT $275,000 FOR ESTACADA-MILWAUKIE ACESS ROAD PROVIDING COUNTY, STATE OR PRA WILL MAINTAIN AND KEEP IT OPEN DURING WINTER AND PROVIDING EQUAL OR LARGER SUM WILL BE MADE AVAILABLE BY COUNTY, STATE OR PRA WITH WHICH TO CONSTRUCT NEW ROAD IN SPRING. SUGGEST CONFERENCE PORTLAND REPRESENTATIVES AGENCIES CONCERNED EARLIEST POSSIBLE DATE IF THIS PROPOSAL CANNOT BE ACCEPTED AS IS. JOINT WIRE POPE, CLACKAMAS COUNTY JUDGE. BALDOCK, HIGHWAY COMMISSION:

=F H BRUNDAGE WESTERN LOG AND LBR ADMINISTRATOR.

~~Com~~ Highway Commission will assume maintenance Estacada Milwaukie ~~Faces~~ road on Dec 1st and agree to let contract ~~[illegible]~~ for construction as soon as possible and assume cost [illegible] provided that NHA will [illegible] construction [illegible] 1st $275,000 of Federal ~~Highway~~ ~~[illegible]~~ funds to the Commission.

.NHA $275,000 PRA.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Mr. Baldock

Sargent assumes that Commission's confirmation of tentative agreement includes confirmation of $50,000 to be set-up immediately for stabilization work.

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1207

$

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ACCOUNTING INFORMATION
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AUG 27 1946
FOR FILING

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

AUGUST 23 19 46

To W. H. LYNCH

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

NOTED
State Highway Engineer

Street and No. BEDELL BUILDING

Place PORTLAND, OREGON

RELATIVE TO ESTACADA MILWAUKIE TIMBER ACCESS ROAD HIGHWAY COMMISSION CONFIRMS TENTATIVE AGREEMENT TO ASSUME MAINTENANCE OF COUNTY ROAD IMMEDIATELY PROVIDED FEDERAL GOVERNMENT AGREES TO FURNISH FUNDS FOR RECONSTRUCTING 25 MILE SECTION ESTIMATED TO COST $550,000.00 BUT DENIES REQUEST TO ASSUME ANY PART OF RECONSTRUCTION COST.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

TO THE FOLLOWING TE

SERVICE
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or Cable-
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ol above or pre-
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WESTERN UNION

1201

126

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

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PRC129 50/49 COLLECT=PRINEVILLE ORG 23 1148A

1946 AUG 23 PM 12 36

S H PROBERT=

STATE HIGHWAY DEPT SM=

RE WIRE LYNCH ESTACADA= MILWAUKEE TIMBER ACCESS ROAD= COMMISSION CONFIRMS ORIGINAL AGREEMENT TO ASSUME MAINTENANCE COUNTY ROAD IMMEDIAELY PROVIDED FEDERAL GOVERNMENT AGREES TO FURNISH FUNDS FOR RECONDITIONING OF 25 MILES SECTION ESTIMATED TO COST $550,000=00 BUT DENIES REQUEST TO ASSUME ANY PART OF RECONSTRUCTION COST SO WIRE LYNCH=

=R H BALDOCK=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM

25 $550,000=00

VICE

...e account of ______________________ $ ______

	...VICE DESIRED
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...ons should check class of service ...red; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1211-B

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

WANT A REPLY?
"Answer by WESTERN UNION" or similar phrases may be included without charge.

SALEM, OREGON
AUGUST 22, 1946

R. H. BALDOCK
~~STATE HIGHWAY ENGINEER~~
JOHN DAY HOTEL
JOHN DAY, OREGON

FOLLOWING TELEGRAM RECEIVED FROM LYNCH TODAY.

REFER CONFERENCE REGARDING PROPOSED ESTACADA-MILWAUKIE TIMBER ACCESS ROAD AND PRELIMINARY REPORT HANDED YOU BY DAVIS BEGINNING RECENT TRIP. WE HAVE INFORMATION FROM OUR SAN FRANCISCO OFFICE THAT SIMILAR IMPROVEMENT IN CALIFORNIA WILL PROBABLY BE APPROVED WITH LOCAL MATCHING FUNDS ON A 50-50 BASIS. WILL OREGON AND CLACKAMAS COUNTY SINGLY OR IN COMBINATION MATCH VHA FUNDS ON 50-50 BASIS THAT IS $275,000 EACH FOR COMPLETE IMPROVEMENT. WILL OREGON HANDLE CONTRACT IF APPROVED AS WELL AS ACCEPTING RESPONSIBILITY FOR FUTURE MAINTENANCE. CONFIRMING STATEMENT THAT A LARGE SHARE OF OREGON FAS AND STATE FUNDS NOW OBLIGATED ARE APPLIED TO PROJECTS OF VALUE TO TIMBER PRODUCTION WOULD ALSO ASSIST IN OBTAINING APPROVAL. BRUNDAGE WILL RECOMMEND UNIT 3 ON STATE HIGHWAY IF 50-50 AGREEMENT CONSUMATED. WIRE.

S. H. PROBERT

27.847'
4.21

THE FOLLOWING TERMS:

account of ________ $

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
	ORDINARY
	URGENT RATE
	DEFERRED
NIGHT TELEGRAM	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

RECEIVED
AUG 2 8 1946
FOR FILING

WESTERN UNION

1211-B

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

WANT A REPLY?
"Answer by WESTERN UNION" or similar phrases may be included without charge.

SALEM, OREGON
AUGUST 22, 1946

R. H. BALDOCK
STATE HIGHWAY ENGINEER
JOHN DAY HOTEL
JOHN DAY, OREGON

CONFIRMATION COPY

FOLLOWING TELEGRAM RECEIVED FROM LYNCH TODAY.

REFER CONFERENCE REGARDING PROPOSED ESTACADA-MILWAUKIE TIMBER ACCESS ROAD AND PRELIMINARY REPORT HANDED YOU BY DAVIS BEGINNING RECENT TRIP. WE HAVE INFORMATION FROM OUR SAN FRANCISCO OFFICE THAT SIMILAR IMPROVEMENT IN CALIFORNIA WILL PROBABLY BE APPROVED WITH LOCAL MATCHING FUNDS ON A 50-50 BASIS. WILL OREGON AND CLACKAMAS COUNTY SINGLY OR IN COMBINATION MATCH WHA FUNDS ON 50-50 BASIS THAT IS $275,000 EACH FOR COMPLETE IMPROVEMENT. WILL OREGON HANDLE CONTRACT IF APPROVED AS WELL AS ACCEPTING RESPONSIBILITY FOR FUTURE MAINTENANCE. CONFIRMING STATEMENT THAT A LARGE SHARE OF OREGON FAS AND STATE FUNDS NOW OBLIGATED ARE APPLIED TO PROJECTS OF VALUE TO TIMBER PRODUCTION WOULD ALSO ASSIST IN OBTAINING APPROVAL. BRUNDAGE WILL RECOMMEND UNIT 3 ON STATE HIGHWAY IF 50-50 AGREEMENT CONSUMATED. WIRE.

NOTED
State Highway Engineer

S. H. PROBERT

RECEIVED
AUG 2 7 1946
OREGON
STATE HIGHWAY COMMISSION

CONCERNING ITS SERVICE

WESTERN UNION

...VICE
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Const.
Project
Access Road

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

RECEIVED
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NOTED
State Highway Engineer

PRA105 1-3/121 GOVT=WUX PORTLAND ORG 21 607P

R H BALDOCK STATE HIGHWAY ENGINEER=

SALEM ORG=

1946 AUG 21 PM 6 2

REFER CONFERENCE REGARDING PROPOSED ESTACADA-MILWAUKIE TIMBER ACCESS ROAD AND PRELIMINARY REPORT HANDED YOU BY DAVIS BEGINNING RECENT TRIP. WE HAVE INFORMATION FROM OUR SAN FRANCISCO OFFICE THAT SIMILAR IMPROVEMENT IN CALIFORNIA WILL PROBABLY BE APPROVED WITH LOCAL MATCHING FUNDS ON A 50-50 BASIS. WILL OREGON AND CLACKAMAS COUNTY SINGLY OR IN COMBINATION MATCH VHA FUNDS ON 50-50 BASIS THAT IS $275,000 EACH FOR COMPLETE IMPROVEMENT. WILL OREGON HANDLE CONTRACT IF APPROVED AS WELL AS ACCEPTING RESPONSIBILITY FOR FUTURE MAINTENANCE. CONFIRMING STATEMENT THAT A LARGE SHARE OF OREGON FAS AND STATE FUNDS NOW OBLIGATED ARE APPLIED TO PROJECTS OF VALUE TO TIMBER PRODUCTION WOULD ALSO ASSIST IN OBTAINING APPROVAL. BRUNDAGE WILL RECOMMEND UNIT 3 ON STATE HIGHWAY IF 50-50 AGREEMENT CONSUMATED. WIRE=

LYNCH PRA PORTLAND.

50-50 50-50 $275,000 3 50-50 ALSO FAS SIG PRA.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONFIRMATION

EIVED
G 29 1946
OR FILING

PORTLAND, OREGON, AUGUST 21, 1946.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM, OREGON.

NOTED
State Highway Engineer

REFER CONFERENCE REGARDING PROPOSED ESTACADA-MILWAUKIE TIMBER ACCESS ROAD AND PRELIMINARY REPORT HANDED YOU BY DAVIS BEGINNING RECENT TRIP. WE HAVE INFORMATION FROM OUR SAN FRANCISCO OFFICE THAT SIMILAR IMPROVEMENT IN CALIFORNIA WILL PROBABLY BE APPROVED WITH LOCAL MATCHING FUNDS ON A 50-50 BASIS. WILL OREGON AND CLACKAMAS COUNTY SINGLY OR IN COMBINATION MATCH VNA FUNDS ON 50-50 BASIS THAT IS $275,000 EACH FOR COMPLETE IMPROVEMENT? WILL OREGON HANDLE CONTRACT IF APPROVED AS WELL AS ACCEPTING RESPONSIBILITY FOR FUTURE MAINTENANCE? CONFIRMING STATEMENT THAT A LARGE SHARE OF OREGON FAS AND STATE FUNDS NOW OBLIGATED ARL APPLIED TO PROJECTS OF VALUE TO TIMBER PRODUCTION WOULD ALSO ASSIST IN OBTAINING APPROVAL. BRUNDAGE WILL RECOMMEND UNIT 3 ON STATE HIGHWAY IF 50-50 AGREEMENT CONSUMATED. WIRE.

LYNCH

CC: CONFIRMATION
FOREST HIGHWAY
FEDERAL AID
DIV OFFICE
DAVIS

RECEIVED
AUG 23 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 13 1946
FOR FILING

NOTED
State Highway Engineer

August 16, 1946

TO: Dr. L. I. Hewes, Chief, Western Headquarters

FROM: W. H. Lynch, Division Engineer

The extremely poor condition of the road from Estacada to Milwaukie over which logs from the Clackamas River timber area are hauled has been accented recently by the statement of County authorities that the road would be closed to log hauling unless the state assumed the responsibility for maintenance. Mr. Brundage of the local CPA office requested a study of the problem which has been completed. We are recommending that this 25 miles be reconstructed, utilizing NHA funds at an estimated cost of $550,000.

We realize that no action has been taken on our previous request for similar funds on other ~~other~~ projects listed in our June 18 letter but still feel that this high priority route should be financed.

The following documents are attached hereto in this matter:

1. Preliminary Report - 4 copies.
2. Project Statement - 4 copies.
3. Sketch map - 4 copies.
~~[illegible]~~

You will notice that although Mr. Brundage initiated this proposal he excepts Unit 3 in his endorsement. This 6.2 mile section is located on the Secondary State Highway System and as a matter of policy Mr. Brundage does not wish to recommend the expenditure of NHA funds on State highways. We have recommended it because this mileage is no different than the remainder in standard although the maintenance has been more efficient. In addition we feel that the State's offer is fair and the best solution to a difficult problem. The State will probably be able to initiate its $50,000 heavy maintenance project immediately and can probably advert on the larger construction job by November.

The high priority of the timber area has been previously well established but unless some means of financing the road proposed herein is worked out it is probable that log hauling from the area will cease with consequent impairment to the present and long range timber production program.

Attach.

CC: Brundage
Forest Highways
Forest Service
File

Form PR. 1-W

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

State Oregon

(Corps area or engineer division)

Milwaukie-Estacada Road
~~[illegible]~~

Project No. ~~DA~~ [illegible] 1

PROJECT STATEMENT FOR ACCESS ROAD
DEFENSE HIGHWAY ACT OF 1941

Date August 15, 1946

THE COMMISSIONER OF PUBLIC ROADS,
Washington, D. C.

Sir:

The ~~[illegible]~~ CPA having indicated that the construction or improvement of access roads to The Clackamas River Timber Area is important to ~~the national defense~~ ~~the national housing program~~, the undersigned considers that the project described below as to general character of road work (including bridges thereon) and delineated as to location and termini in diagrammatic form on the accompanying sketch map, will provide a reasonable access road improvement for the above-named establishment, and recommends the construction thereof, ~~under the provisions of the Defense Highway Act of 1941~~.

1. Description: Milwaukee-Estacada Road, Unit 1, Co. Rd. from SH 211 easterly 1.6 mi.; Unit 2, Eagle Creek-Clackamas Co. Rd. 13.5 mi.; Unit 3, State Secondary Hwy from Estacada to Eagle Creek, 6.2 mi.; Unit 4, Milwaukie-Clackamas Co. Rd. 4 miles.
(Local name of road and points of beginning and ending)

2. Length in miles 25.3

3. General character of improvement Widen to 26' and place 20' plant mix pavement

4. Preliminary estimate of cost: Total, $ 550,000.00

Right of Way 1000
Prel. Engr. 24000
Construction 525000

Unit 3 - 100,000
Units 1, 2, & 4 - 450,000

Respectfully submitted,

W. H. Lynch
~~District~~ Division Engineer, Public Roads Administration

Approval recommended:

Except Unit 3 - F. H. Brundage

Western Log and Lumber Administrator
(Title *)

* Corps area commander or his representative for stations under corps area control, U. S. Division Engineer for Industrial Establishments, and military stations exempt from corps area control.

PRELIMINARY REPORT

August 14, 1946

SUBJECT: Proposed Estacada-Milwaukie Timber Access Road

During the war it became necessary to open a new timber area in the Clackamas River watershed above Estacada in order to supply the needs of mills in the Portland, Oregon area. Over $800,000 in DAR funds were expended to accommodate this new and intensified log haul. These funds were applied to the Clackamas River road from Estacada southeasterly. As a result, timber has moved out over this access project at an average rate of approximately fifty million fbm per year. The area served by this war access road contains approximately nine billion fbm of merchantable timber representing one of the largest such stands remaining in the country. On a sustained yield basis this timber unit will permit an annual perpetual out of from one hundred to one hundred twenty five million fbm per year. It is among the two or three most important log haul roads in the country both from the standpoint of the present emergency and on the basis of long range plans.

Most of the logs transported over the war access road from Estacada southeasterly continue over state highways and county roads from Estacada northwesterly to the town of Milwaukie, a distance of some 25 miles. The inadequacy of this mileage, both from the standpoint of geometric design and strength, has given us considerable concern ever since the program for release of logs from the upper Clackamas River area commenced. It has been a foregone conclusion that some agency must improve this 25 mile section if log hauling was to continue. The pavement width is only 16' with variable width (not over three or four foot) shoulders and the pavement is only two inches thick laid on an inadequate base. The route was originally constructed as a county road many years ago to serve passenger traffic and light commercial traffic only. Even without the increasing log traffic the route is entirely inadequate for its intended service. It carries from 1800 cars a day near the town of Clackamas to 800 a day near the town of Estacada. Log traffic recently has been about 90 loaded trucks per day.

The repeated application of heavy log loads to this inadequate road over the last several years has finally resulted in a deteriorated condition, the solution for which can be only reconstruction and not maintenance. The Clackamas County Court has recently approached the Oregon State Highway Commission requesting that this 25 mile route be placed on the State Highway System, thereby relieving the county of the excessive maintenance and reconstruction costs which it is unable to finance. The County's position is that the timber comes from government land, is transported over Clackamas County roads for milling in adjacent Multnomah County, so that the road problem is not so much a county one as a state and probably a national one.

There is considerable logic to the County's claims and requests. The County has stated that unless some steps are taken within sixty days to relieve them of an impossible maintenance burden, it will limit the loads using the highway to the point that all log hauling would necessarily cease. Even though the county did not take this step, it is very probable that the road, lacking heavy maintenance or reconstruction, would of itself become impassable for log trucks.

Besides the $325,000 DAHR funds expended on the upper Clackamas Timber Access Road during the war, an additional $750,000 PRA funds have been programmed by the Forest Service to permit additional hauling on this upper section. This one and a half million dollar federal expenditure will not permit the continuous release of logs from the area unless the 25 mile approach section is also improved and adequately maintained.

An investigation of the route was made recently in company with representatives of the State Highway Department and the PRA in an effort to work out some plan of financing. The route is shown on the attached sketch map, in color, separated into units described as follows:

Unit 1. 1.6 mile county road from State Road 211 to the beginning of the Forest Service upper Clackamas construction and maintenance project.

Unit 2. 13.5 miles county road from State Road 211 near Eagle Creek to Clackamas.

Unit 3. 6.2 miles section State Secondary Highway from east end Unit 1 to Eagle Creek.

Unit 4. 4 miles from State Road 213 to Milwaukie, County Road.

Unit 5. Estacada to Carver, County Road, an alternate possibility instead of Units 3 and part of Unit 2 between Estacada and Carver.

Unit 5 was investigated in the field but discarded as a reasonable alternate due to the excessive rise and fall in relation to heavy log hauling as compared to the river route between Estacada and Carver.

It is estimated that the reconstruction of this 25 miles will cost approximately $550,000 to provide minimum reasonable standards for the combined log and civilian traffic. A twenty foot asphaltic concrete pavement and 26' top roadway width is contemplated following the existing travelled way, with no alignment changes. Of this total cost it is estimated that 100,000 would be required for the State Highway portion, Unit 3.

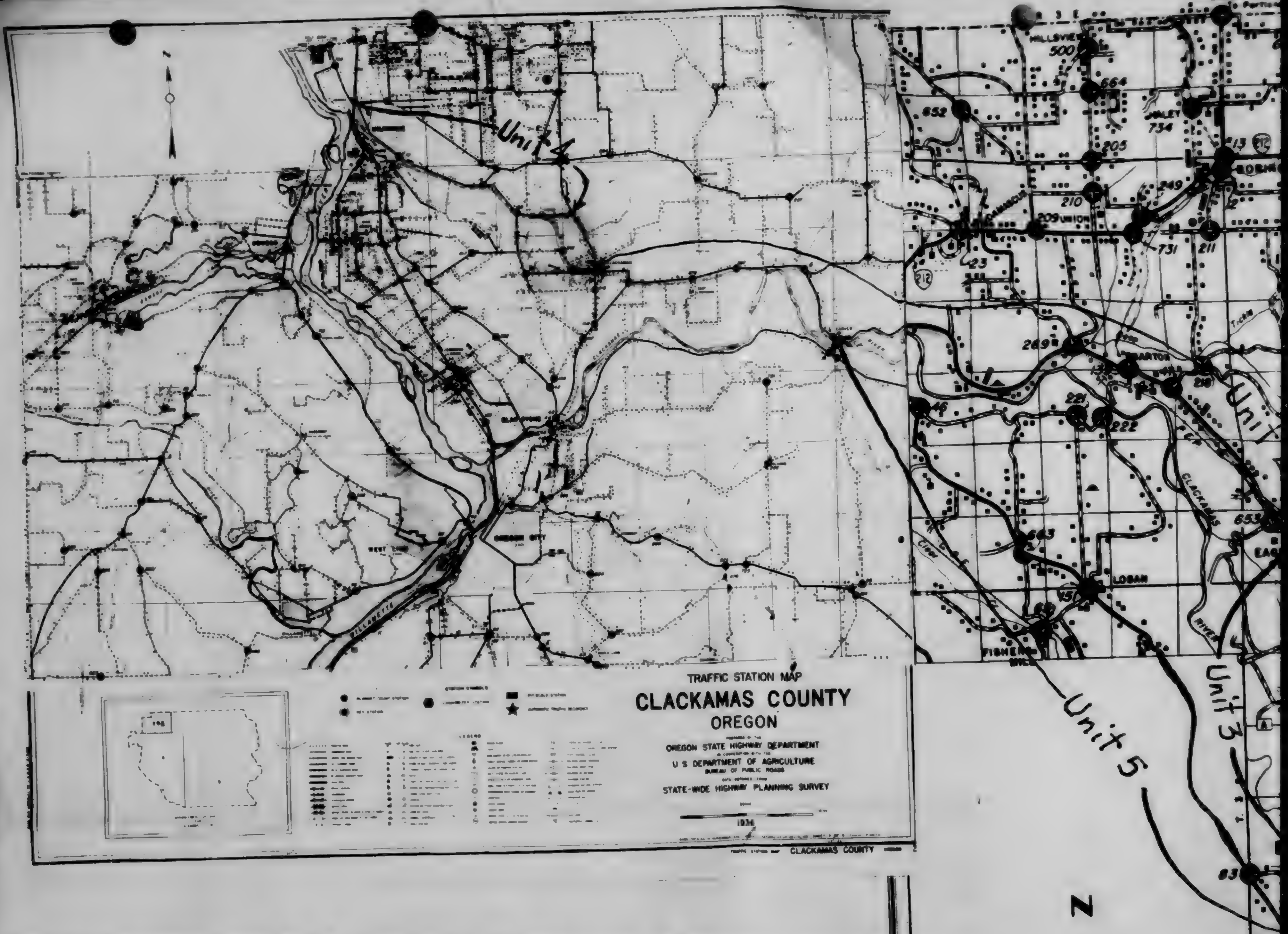
It is believed that the Oregon Highway Commission would agree as follows if Federal funds in the above amount were made available.

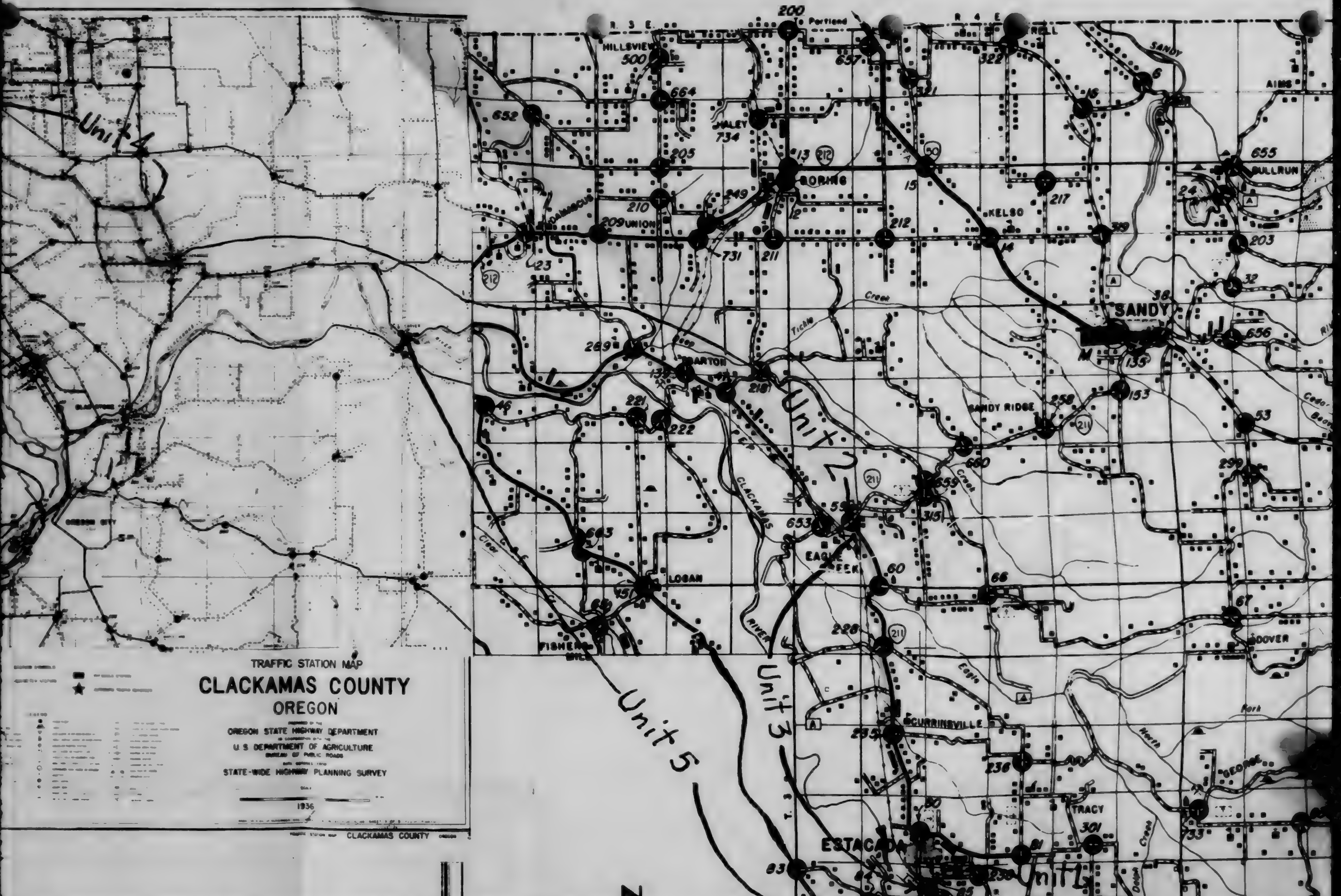
1. The State would place the route, excepting Unit 1, on the State Highway System and assume perpetual responsibility for maintenance.

2. The State would allocate immediately $50,000 of its own funds to conduct a heavy temporary betterment program which would permit logging to continue this winter since the larger project could probably not be completed until next fall.

This 25 mile route, with the exception of Unit 1 and Unit 4, lies on the approved Oregon Federal Aid Secondary System. Program commitments during the three year postwar period have already been made to the extent that the State is unwilling to assign FAS funds to improvement of Units 2 and 3 at this time. It is believed that the agreement of the State, noted above, is fair and that the assignment of $550,000 of NHA funds would be consistent with the previous and proposed expenditure of DAHM and NHA funds on the eastern portion of this same route. It is suggested that a request for assignment of NHA funds be forwarded accordingly.

John R. Sargent
Division Programming and
Planning Engineer


TRAFFIC STATION MAP
CLACKAMAS COUNTY
OREGON
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U S DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY
1936
TRAFFIC STATION MAP CLACKAMAS COUNTY OREGON
LEGEND
STATION SYMBOLS
OREGON CITY
WEST LINN
WILLAMETTE
Unit 4
Unit 5
Unit 3
Unit
N
HILLSVIEW
500
664
652
734
VALLEY
205
210
209 UNION
249
13
731
211
200
23
212
269
221
222
46
653
643
LOGAN
151
FISHERS MILL
BORING
CLACKAMAS
RIVER
CLEAR CR.
83


TRAFFIC STATION MAP
CLACKAMAS COUNTY
OREGON
OREGON STATE HIGHWAY DEPARTMENT
U.S. DEPARTMENT OF AGRICULTURE
STATE-WIDE HIGHWAY PLANNING SURVEY
1936
CLACKAMAS COUNTY
Unit 4
Unit 5
Unit 3
Unit 2
Unit 1
N
R. 3 E.
R. 4 E.
Portland
HILLSVIEW
DAMASCUS
UNION
BORING
KELSO
SANDY
BULLRUN
AIMS
SANDY RIDGE
BARTON
LOGAN
FISHER MILL
EAGLE CREEK
CLACKAMAS RIVER
CURRINSVILLE
ESTACADA
TRACY
DOVER
GEORGE
OREGON CITY
Tickle Creek
Eagle Creek
North Fork
Clear Creek
200
500
664
652
205
734
13
12
210
209
249
731
211
212
15
14
50
657
321
322
16
6
217
399
655
24
203
32
38
656
135
153
53
23
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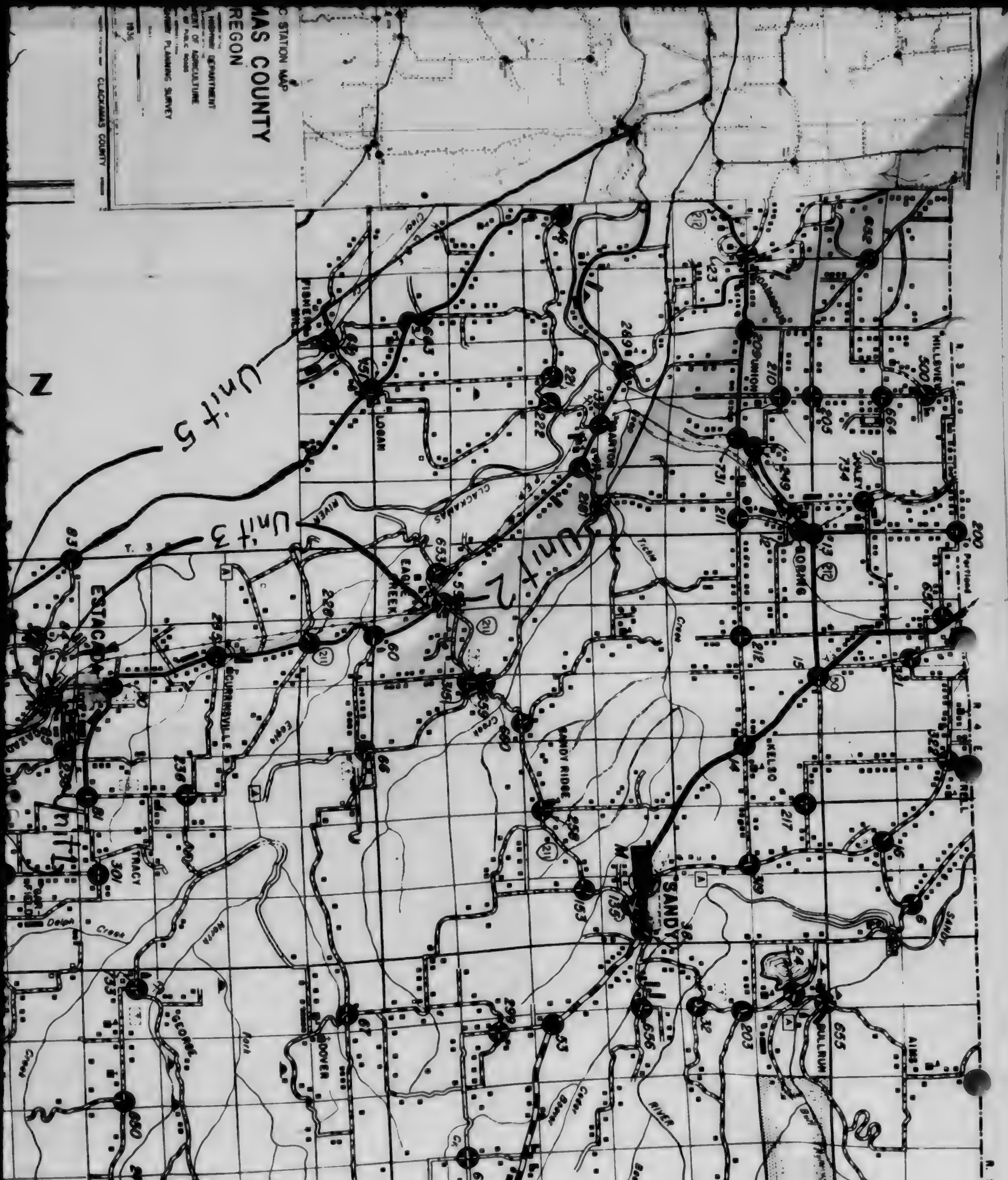
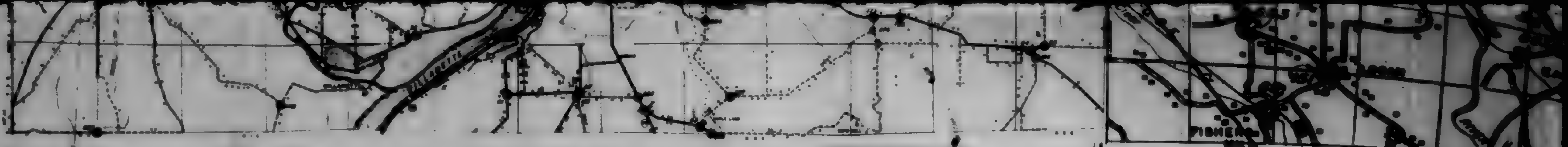
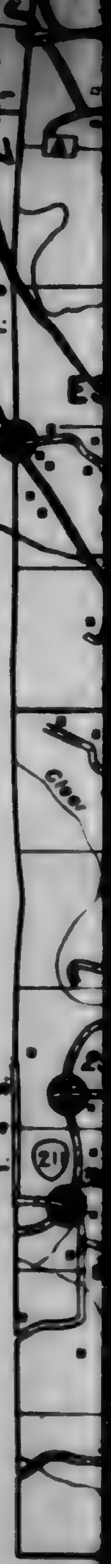
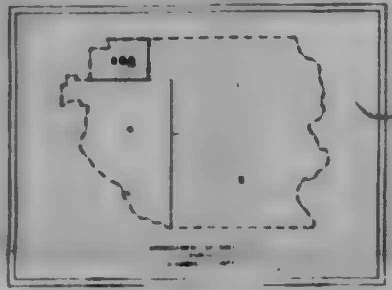

STATION MAP
MAS COUNTY
REGON
HIGHWAY DEPARTMENT
OF AGRICULTURE
PLANNING SURVEY
1936
CLACKAMAS COUNTY
N
Unit 5
Unit 3
Unit 2
Unit 1
ESTACADA
LOGAN
CURRINSVILLE
TRACY
SANDY
DOVER
CHERRYVILLE
BULLRUN
BISSELL
GEORGE
BORING
UNION
KELSO
SANDY RIDGE
CLACKAMAS RIVER
Deep Creek
Lenhart Butte
MULTNOMAH
R. 5 E.
R. 4 E.
T. 3 S.
211
212
26







TRAFFIC STATION MAP

CLACKAMAS COUNTY

OREGON

OREGON STATE HIGHWAY DEPARTMENT

U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

STATE-WIDE HIGHWAY PLANNING SURVEY

CLACKAMAS COUNTY

N

45° 10'

STATION SYMBOLS

●	BLANKET COUNT STATION
◉	KEY STATION
⬢	LOADOMETER STATION
■	PIT SCALE STATION
★	AUTOMATIC TRAFFIC RECORDER

TRAFFIC STATION MAP

CLACKAMAS COUNTY

OREGON

PREPARED BY THE

OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE

U. S. DEPARTMENT OF AGRICULTURE

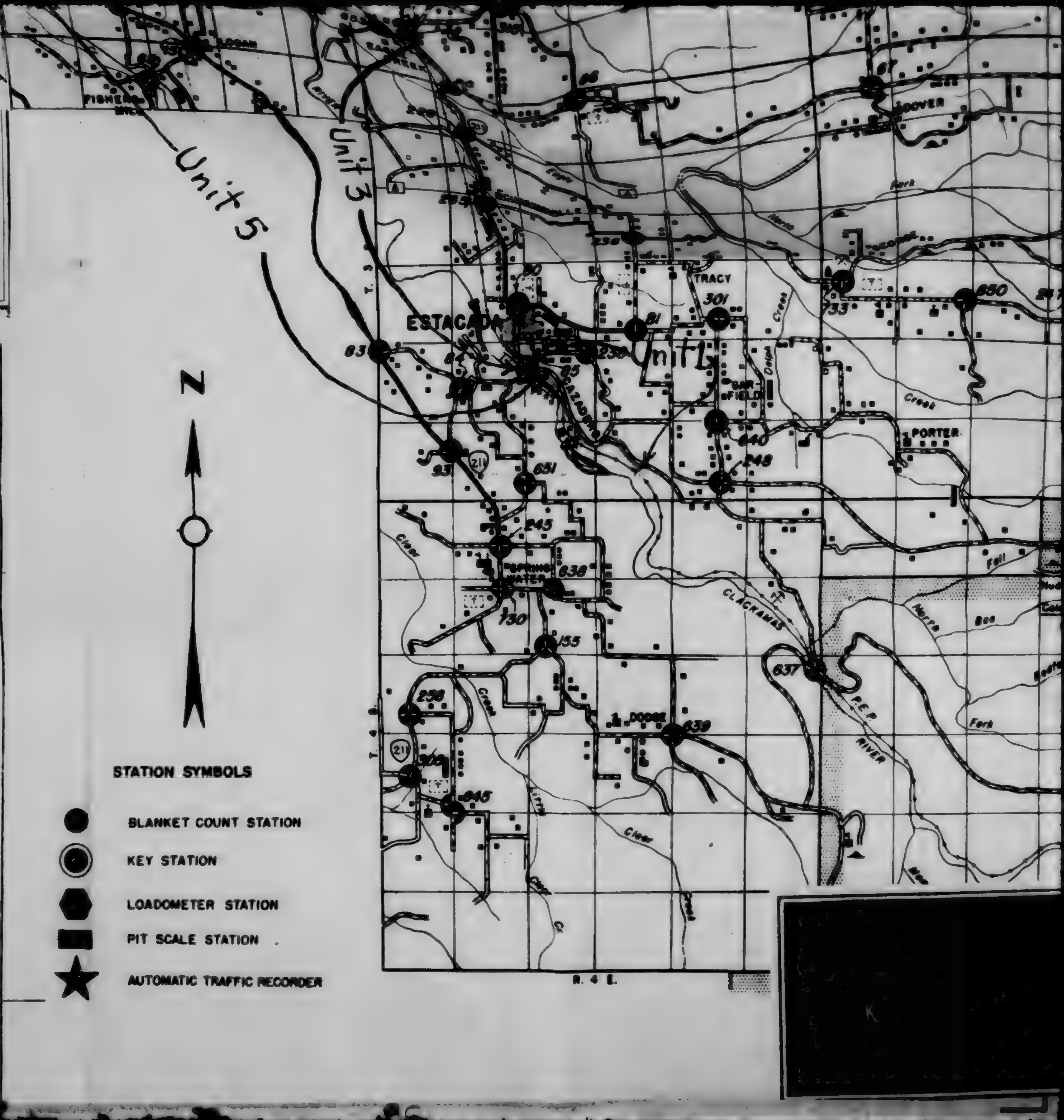
BUREAU OF PUBLIC ROADS

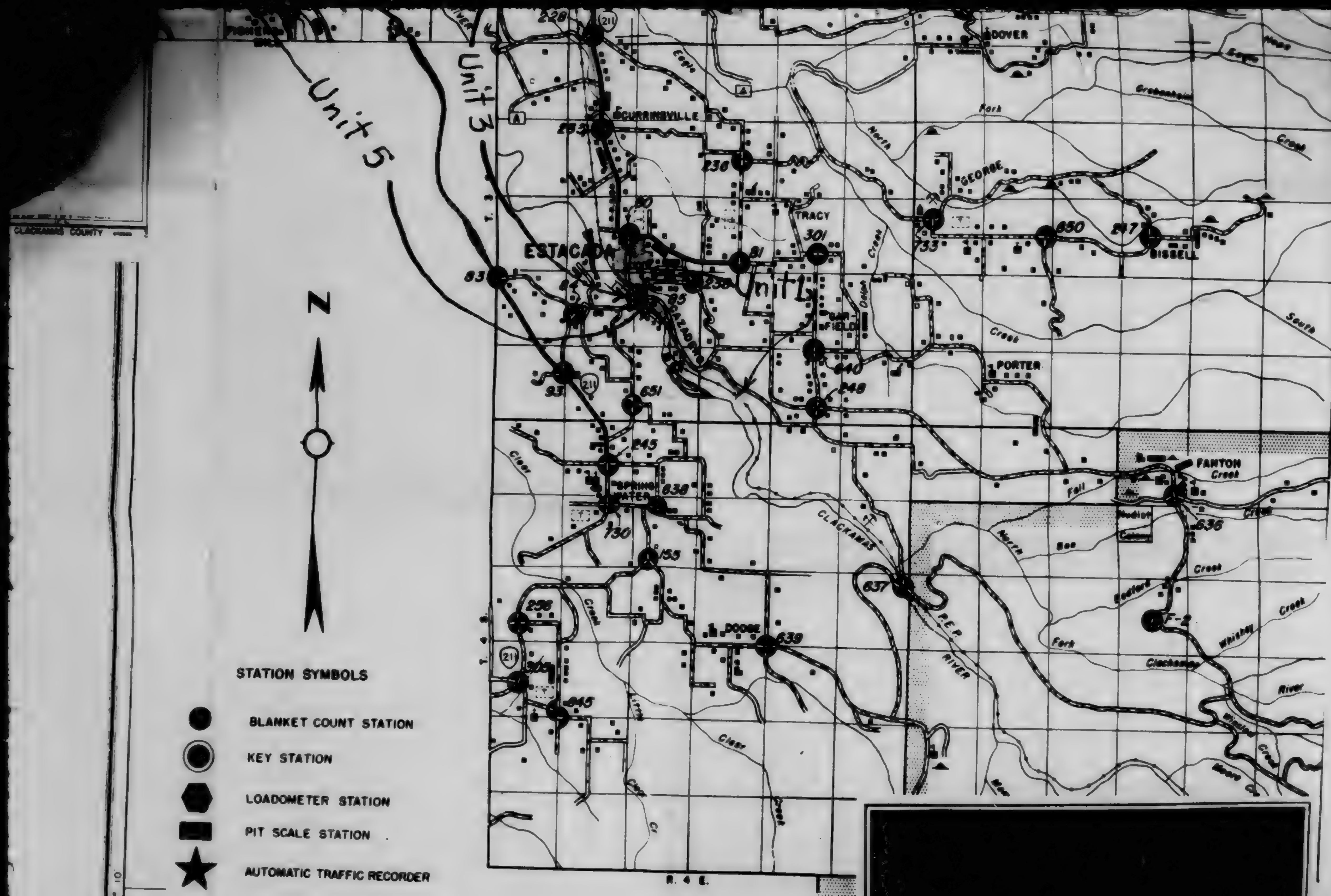
DATA OBTAINED FROM

STATE-WIDE HIGHWAY PLANNING SURVEY

1936

TRAFFIC STATION MAP CLACKAMAS COUNTY




CLACKAMAS COUNTY
Unit 5
Unit 3
Unit 1
ESTACADA
CURRINSVILLE
DOVER
GEORGE
TRACY
GARFIELD
PORTER
BISSELL
SPRINGWATER
DODGE
FANTON
Nudist Colony
CLACKAMAS
RIVER
P.E.P.
North
Fork
Eagle
Creek
Clear
Deep Creek
Fall
Bee
Bedford
Whiskey
Moore Cr.
South
211
228
293
236
80
301
81
230
85
83
93
651
245
638
730
155
258
303
845
640
248
639
637
636
F-2
650
247
33
T. 4 S.
R. 4 E.
45° 10'
Z
STATION SYMBOLS
● BLANKET COUNT STATION
◉ KEY STATION
⬢ LOADOMETER STATION
▬ PIT SCALE STATION
★ AUTOMATIC TRAFFIC RECORDER

RECEIVED
AUG 28 1946
FOR FILING

Cross Referenced To
Const
Projects
Access Roads

Clackamas delegation
w/ file to Bedard 8/9/46
re talk to Jack Wrangler

Filed by Co
Clackamas
delegation 8/7/46

Re: County Road - Eagle Creek to Clackamas & Lake Road to Milwaukie

At the present time this road is sustaining a heavy load of traffic which includes from 80-100 loads of logs per day, some 50-60,000 feet of lumber, a considerable piling traffic, and an appreciable commercial traffic supporting these operations as well as other types of business. The use of the road by the public for non-commercial purposes has also increased materially. It is obvious that use of the road by the lumber, plywood, and related industries is likely to increase further and that such usage will be permanent in view of the sustained yield program of the various woods operations in the County.

In connection with the Van-Ply and Dwyer operations substantial gas tax fees are going to the State covering the use of the Clackamas Timber Access Road as well as the County Roads, and in our particular case, the streets of Milwaukie. None of the proceeds from these taxes is being applied toward the maintenance of the Timber Access Road from Estacada or the streets of Milwaukie and it is also apparent that Clackamas County does not receive a sufficient share of these funds to properly maintain the roads in the face of the present traffic load. It would seem that the amount of traffic calls for the State operation of the entire road from Estacada to Clackamas, as well as Lake Road between 82nd Street and Milwaukie.

The road itself was never built to sustain its present traffic load and accordingly requires considerable reconstruction as well as maintenance work. Clackamas County does not have the required funds to carry out such a program.

Continued use of the road without the required repairs will no doubt force the discontinuance of its use for logging and lumber purposes in the near future. Its present deplorable condition is slowing down the traffic and causing so much tire trouble that we are already losing considerable production. The County officials have also announced their intention to reduce load limits 50% in the near future.

With our mill operations, as well as Dwyer's, being almost entirely dependent on our respective log supplies from the Clackamas Area of the Mt. Hood Forest, the importance of sustaining said operations as a part of the present National Emergency Housing Program is obvious. In addition to these two major operations there are others supporting two small mills at Clackamas, a small plant at Boring, portions of the log supplies of Crown, Hawley, Milwaukie Box, Rotary Cut Veneer, Caffal Bros. etc, plus the Peters Mill (Lumber and Fuel Haul) and various others within the County, all using the Eagle-Creek-Clackamas roads.

VANCOUVER PLYWOOD & VENEER CO.
Per

COST ESTIMATE

ESTIMATE OF COST TO REPAIR, WITH NO CHANGE IN ALIGNMENT OR WIDENING, CLACKAMAS COUNTY ROADS FROM JUNCTION WITH PACIFIC HIGHWAY EAST IN MILWAUKIE TO CLACKAMAS, CARVER, BARTON TO EAGLE CREEK, AT THE WOODBURN-SANDY SECONDARY HIGHWAY

Present Surface - 16' Asphaltic Concrete or Oil Mat
Right of Way Width - 60 Feet
Overall Length - 18.4 Miles
Mile Point 0.00 at Pacific Highway East in Milwaukie

M.P. 0.00 to M.P. 5.2	400 Tons asphaltic concrete per mile	2,080	Tons
M.P. 5.2 to M.P. 10.8	500 Tons asphaltic concrete per mile	2,800	"
M.P. 10.8 to M.P. 14.2	200 Tons asphaltic concrete per mile	680	"
M.P. 14.2 to M.P. 18.4	400 Tons asphaltic concrete per mile	1,680	"
	Total	7,240	Tons

7,240 Tons at $8.00	$ 57,920.00
Seal coat D-O-30, 18.4 miles at $1,200	$ 22,080.00
Shoulder rock, 6,500 cu. yds. at $2.75	17,875.00
Repair sunken grade, M.P. 12.6	2,000.00
Repair Mt. Scott Creek Bridge	1,000.00
Repair Rock Creek Bridge	4,000.00
Repair Deep Creek Bridge	1,000.00
	$105,875.00
Estimate to correct slide condition at M.P. 12.6	$10,000.00*

NOTE: *If done under permanent widening program, do not use in above estimate.

Estimated yearly maintenance cost, based on above repair program	$36,900.00

S.P. Branch Line Railroad Underpass hor. clearance 30 ft.
Vertical clearance 10 ft. 8 in.

August 23, 1946

COST ESTIMATE

CLACKAMAS COUNTY ROADS FROM JUNCTION WITH PACIFIC HIGHWAY EAST IN MILWAUKIE TO CLACKAMAS, CARVER, BARTON TO EAGLE CREEK, AT THE WOODBURN-SANDY SECONDARY HIGHWAY

Type 25M Roadway
20' Pavement - 30' Subgrade
Maximum Curve, 18°
Length - 18.4 Miles

Clearing, grading, drainage	$130,000.00
Rock base and shoulders	115,000.00
Surfacing (asphaltic concrete)	290,000.00
Bridge reconstruction, including the increasing of vertical clearance at S.P. Underpass in Milwaukie	100,000.00
	$635,000.00
Plus 10% Engr. & Cont.	63,500.00
	$698,500.00

Add $10,000.00 to correct slide condition at M.P. 12.6, if not taken care of in repair plan.

August 23, 1946

RECEIVED
AUG 12 1946
FOR FILING

Salem, Oregon
August 10, 1946

Mr. H. G. Smith

I am going out over the Clackamas County project which was brought before the Commission by Judge Pope, with Mr. McPherson and Mr. Sargent on Monday. We are to meet at Williams' office at 9:30 a.m. Please notify Williams. I would appreciate your going with me.

Mr. McPherson has suggested that Mr. Wilson Wyatt, Veterans' Housing Administrator, has $11,000,000 of this type of work and he is sure they can get enough money to do the job. I estimate it will take between $300,000 and $400,000.

R. H. Baldock
State Highway Engineer

RHB:hi

RECEIVED
JUL 25 1946
FOR FILING

AGENDA
AUG 6 1946

NOTED
H. B. GLAISYER

Salem, Oregon
July 17, 1946

10:15 AM

Delegation to appear at
Commission meeting

aug 7

NOTED
H. B. GLAISYER

Mr. R. H. Baldock

NOTED
H. B. GLAISYER

A Mr. Charles J. Hovey, who represents the Vancouver Plywood Company, called this afternoon and asked for a hearing before the Highway Commission at the next meeting to discuss the county road which extends from Milwaukie to Eagle Creek via Barton.

He says that he represents a group which consists of the County Court, members of several chambers of commerce, and members of the logging and lumber industry. They want the Highway Commission to take over and maintain this county road.

I have reserved 15 minutes for them at 10:15 a.m. on Wednesday, August 7. I thought you would like to have this information.

Secretary

HBG:ee

RECEIVED
DEC 13 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AG
AUG 6

D

Salem, Oregon
July 23, 1946

~~10:15 AM~~
2:00 PM

SUBJECT:

REFERRED TO
Mr. Glaisyer
By Chief Engineer

Agenda

NOTED

To: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith I return Mr. Glaisyer's communication to you with regard to a delegation which will appear before the Highway Commission Wednesday, August 7, at 10:15 A.M., regarding the county road which extends from Milwaukie to Eagle Creek, via Barton.

A part of this road was requested by the County Court of Clackamas County in May of 1945.

Herewith are two cost estimates—one to repair the existing road, and the other a cost to reconstruct. Maps are attached.

In connection with these estimates, please note that the Underpass on the S.P. Branch Line Railroad in Milwaukie has a vertical clearance of 10 feet, 8 inches.

Very truly yours,
Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

OC:me

Encl.

D

FORM E-30 30M 12-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1946

SUBJECT: Delegation to appear at Commission meeting

To:

Mr. R. H. Baldock

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He says that he represents a group which consists of the County Court, members of several chambers of commerce, and members of the logging and lumber industry. They want the Highway Commission to take over and maintain this county road.

I have reserved 15 minutes for them at 10:15 a.m. on Wednesday, August 7. I thought you would like to have this information.

H B Geary

Secretary

HBG:eo

REFERRED TO
Nesmith ?
By Chief Engineer

Please give me [illegible] further information [illegible] in this matter [illegible]

RECEIVED
1946
OFFICE OF [illegible]

COST ESTIMATE

ESTIMATE OF COST TO REPAIR, WITH NO CHANGE IN ALIGNMENT OR WIDENING,
CLACKAMAS COUNTY ROADS FROM JUNCTION WITH PACIFIC HIGHWAY EAST
IN MILWAUKIE TO CLACKAMAS, CARVER, BARTON TO EAGLE CREEK, AT THE
WOODBURN-SANDY SECONDARY HIGHWAY

Present Surface - 16' Asphaltic Concrete or Oil Mat
Right of Way Width - 60 Feet
Overall Length - 18.4 Miles
Mile Point 0.00 at Pacific Highway East in Milwaukie

M.P. 0.00 to M.P. 5.2	400 Tons asphaltic concrete per mile	2,080 Tons
M.P. 5.2 to M.P. 10.8	500 Tons asphaltic concrete per mile	2,800 "
M.P. 10.8 to M.P. 14.2	200 Tons asphaltic concrete per mile	680 "
M.P. 14.2 to M.P. 18.4	400 Tons asphaltic concrete per mile	1,680 "
	Total	7,240 Tons

7,240 Tons at $8.00 -	$ 57,920.00
Seal coat D-0-30, 18.4 miles at $1,200- - - - - - - - - - - - - - -	$ 22,080.00
Shoulder rock, 6,500 cu. yds. at $2.75- - - - - - - - - - - - - -	17,875.00
Repair sunken grade, M.P. 12.6- - - - - - - - - - - - - - - - - -	2,000.00
Repair Mt. Scott Creek Bridge - - - - - - - - - - - - - - - - - -	1,000.00
Repair Rock Creek Bridge- -	4,000.00
Repair Deep Creek Bridge- -	1,000.00
	$105,875.00
Estimate to correct slide condition at M.P. 12.6- - - - - - - - -	$10,000.00*

NOTE: *If done under permanent widening program, do not use in above estimate.

Estimated yearly maintenance cost, based on above repair program - $36,900.00

S.P. Branch Line Railroad Underpass hor. clearance 30 ft.
Vertical clearance 10 ft. 8 in.

0-1- 500 T.

1-4- 6000 T. [illegible]

August 23, 1946

4-5 — 5,1 [illegible]

5-10 12500 T

10-15 12500 T 75[illegible]

15-18

415

36

2000

COST ESTIMATE

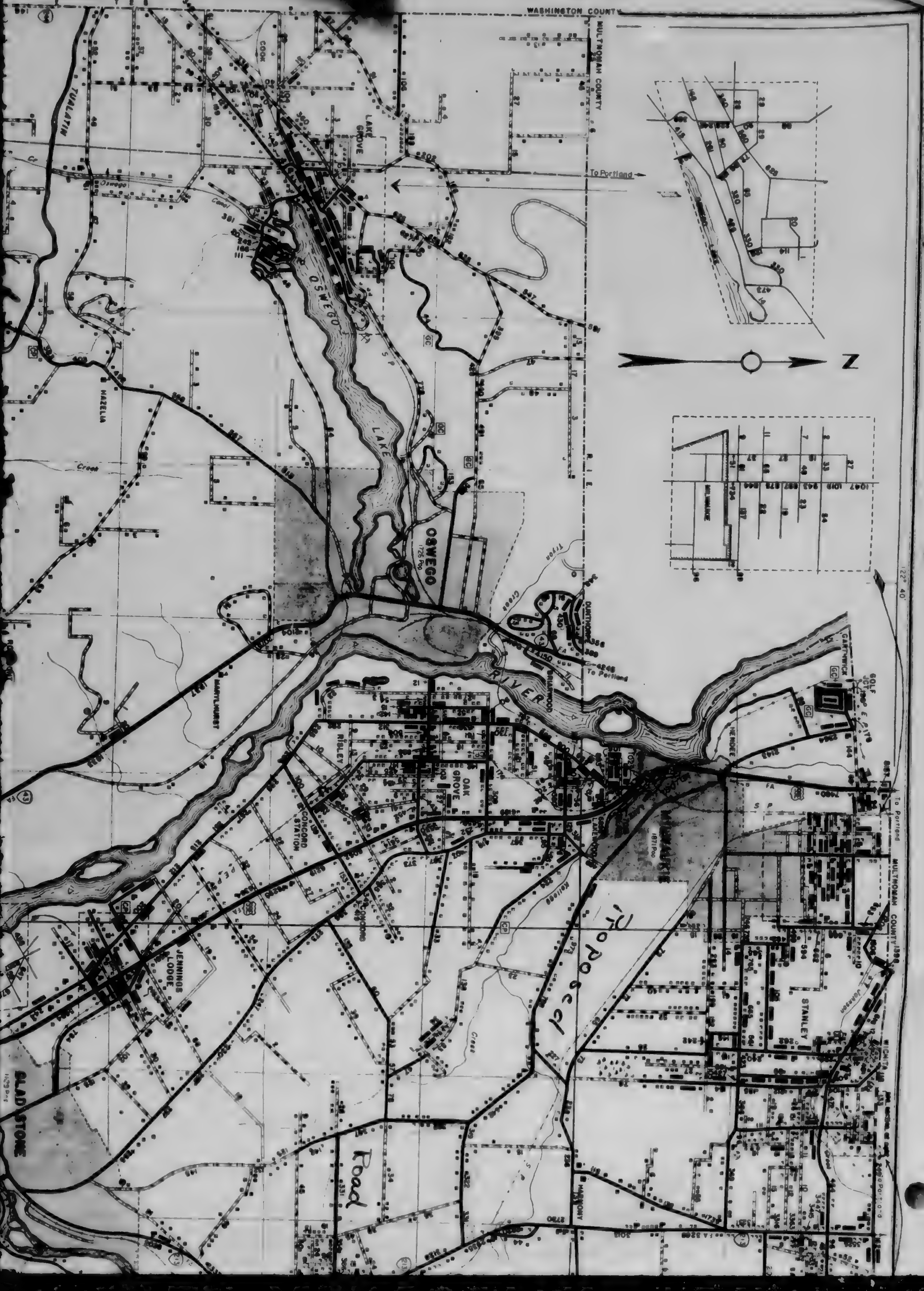
CLACKAMAS COUNTY ROADS FROM JUNCTION WITH PACIFIC HIGHWAY EAST IN MILWAUKIE TO CLACKAMAS, CARVER, BARTON TO EAGLE CREEK, AT THE WOODBURN-SANDY SECONDARY HIGHWAY

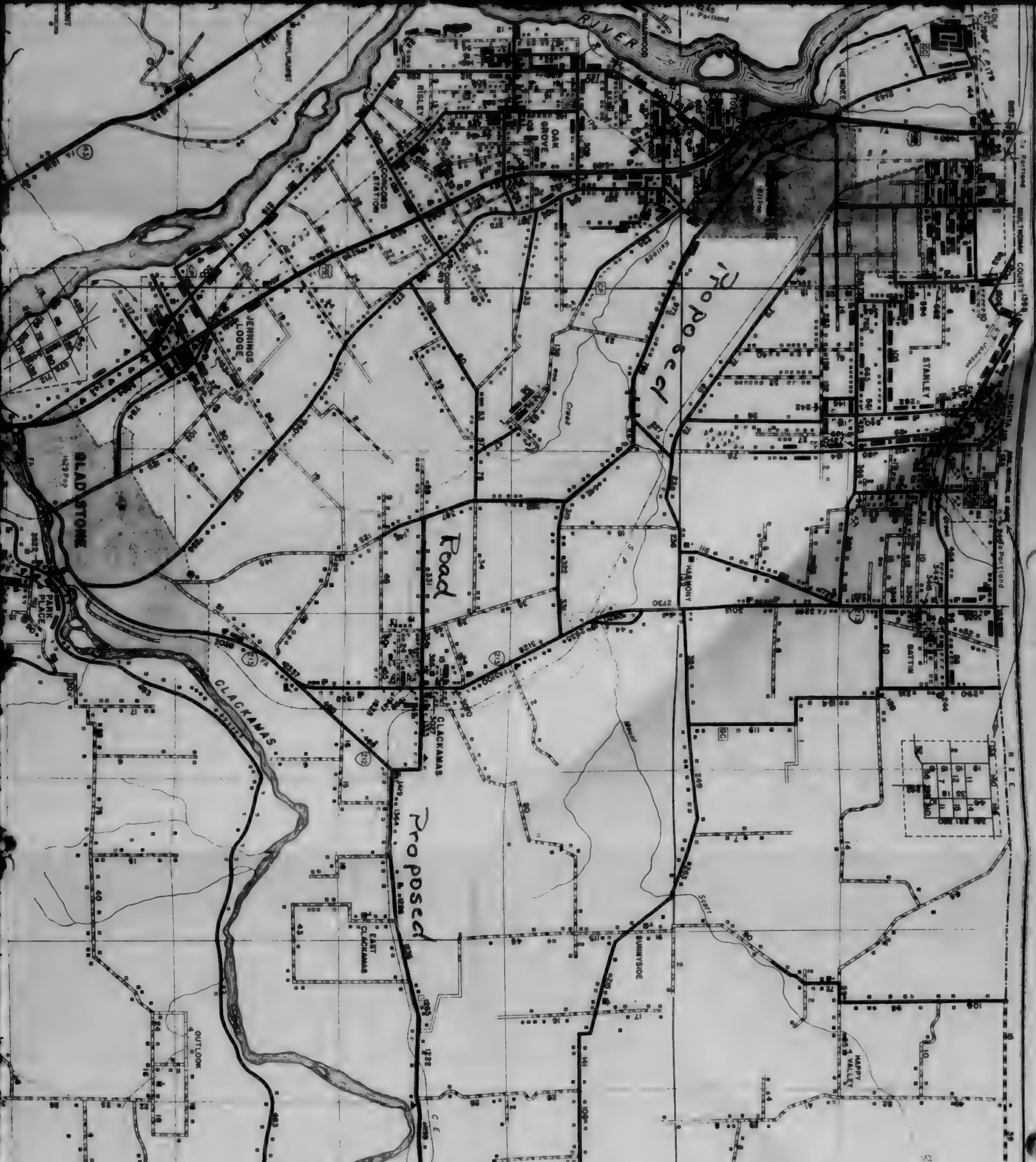
Type 25M Roadway
20' Pavement - 30' Subgrade
Maximum Curve, 18°
Length - 18.4 Miles

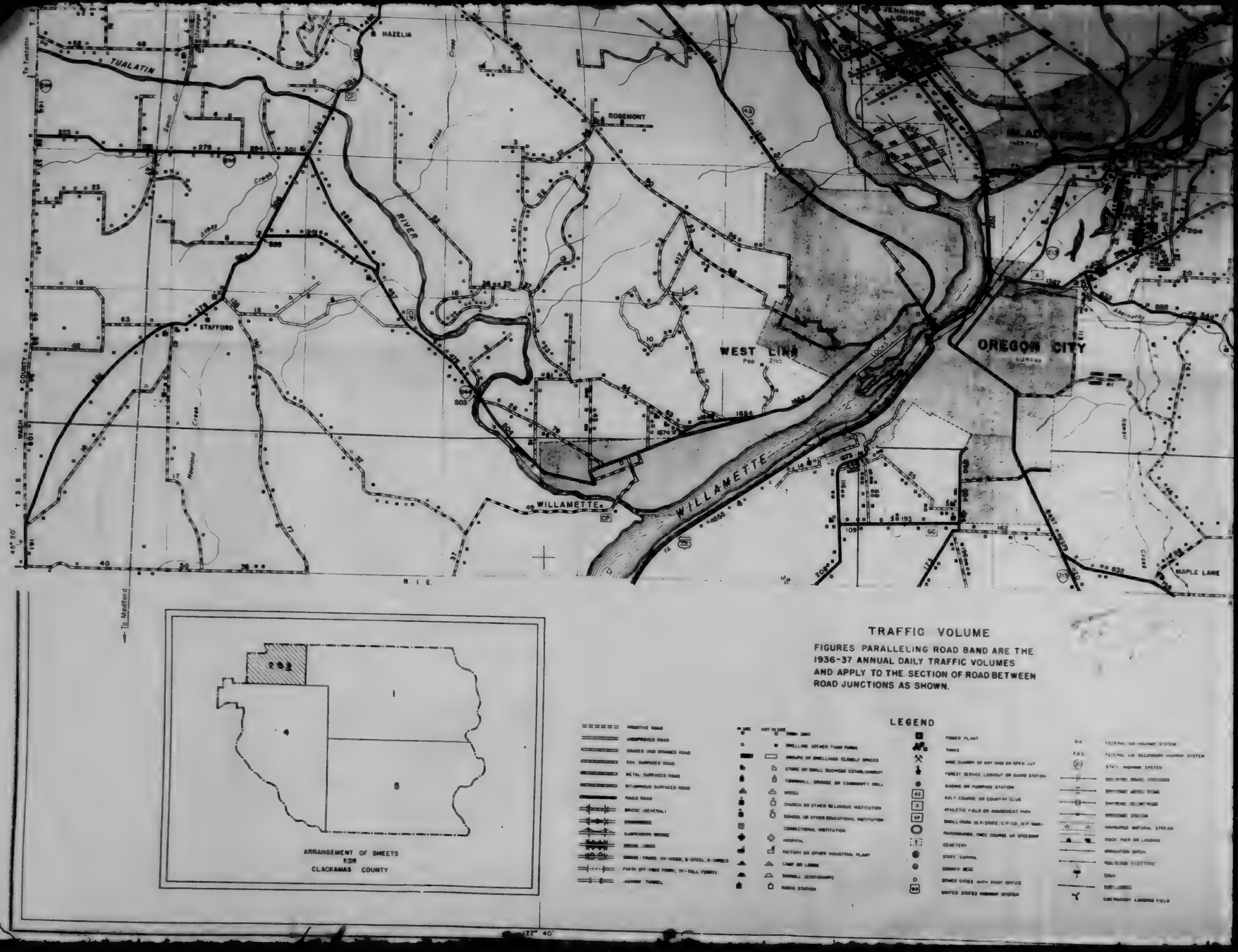
Clearing, grading, drainage - - - - - - - - - - - - - -	$130,000.00
Rock base and shoulders - - - - - - - - - - - - - - - - -	115,000.00
Surfacing (asphaltic concrete)- - - - - - - - - - - - -	290,000.00
Bridge reconstruction, including the increasing of vertical clearance at S.P. Underpass in Milwaukie - - - - - - - - - - - - - -	100,000.00
	$635,000.00
Plus 10% Engr. & Cont.	63,500.00
	$698,500.00

Add $10,000.00 to correct slide condition at M.P. 12.6, if not taken care of in repair plan.

August 23, 1946

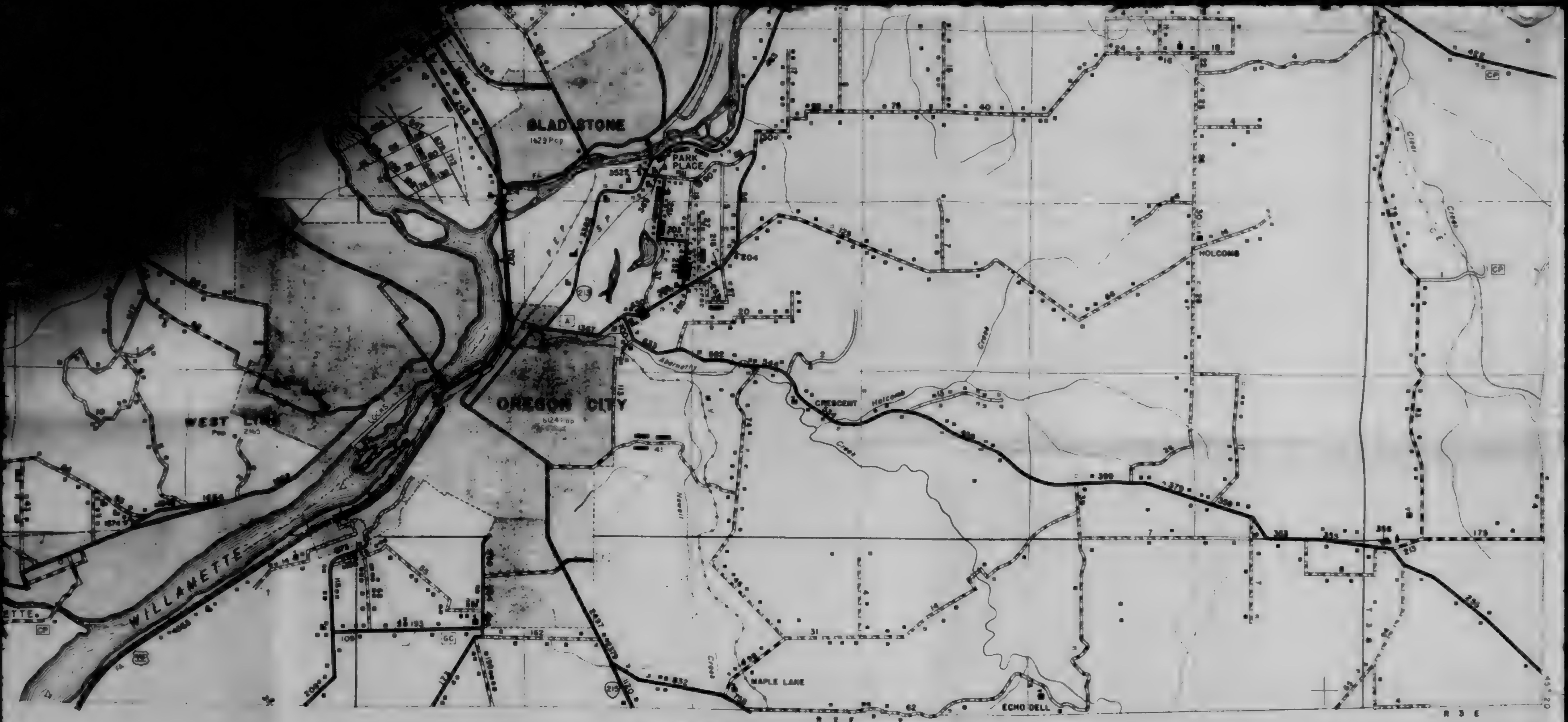

To Tualatin
WASHINGTON COUNTY
MULTNOMAH COUNTY
TUALATIN
LAKE GROVE
To Portland
Oswego
OSWEGO
LAKE
HAZELIA
Creek
OSWEGO
1726 Pop
Tryon
Creek
DUNTHORPE
To Portland
RIVER
OAK GROVE
CONCORD STATION
RISLEY
MILWAUKIE
1871 Pop
JENNINGS LODGE
GLADSTONE
STANLEY
GOLF
122° 40'
N
Proposed
Road


Proposed
Road
Proposed
Road
RIVER
To Portland
RISLEY
OAK GROVE
CONCORD STATION
JENNINGS LODGE
GLADSTONE
PARK PLACE
CLACKAMAS
CLACKAMAS
EAST CLACKAMAS
HARMONY
SUNNYSIDE
STANLEY
BATTIN
HAPPY VALLEY
OUTLOOK
CARVER
ROCK CREEK
RIVER
Rock
Creek
Creek
Scott
MULTNOMAH COUNTY
To Portland
MULTNOMAH COUNTY



TRAFFIC VOLUME

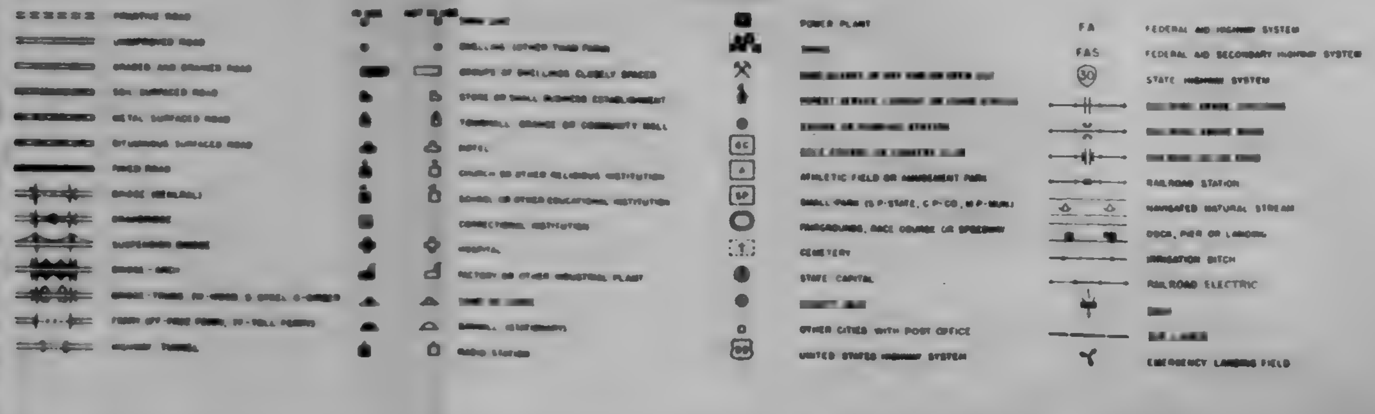
FIGURES PARALLELING ROAD BAND ARE THE 1936-37 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.



TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1936-37 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

LEGEND


PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
SUSPENSION BRIDGE
HIGHWAY TUNNEL
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
RADIO STATION
POWER PLANT
GC
SP
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK (S P-STATE, C P-CO, M P-MUNI)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
FAS
FEDERAL AID SECONDARY HIGHWAY SYSTEM
30
STATE HIGHWAY SYSTEM
RAILROAD STATION
NAVIGATED NATURAL STREAM
DOCK, PIER OR LANDING
IRRIGATION DITCH
RAILROAD ELECTRIC
EMERGENCY LANDING FIELD

GENERAL HIGHWAY MAP

CLACKAMAS COUNTY

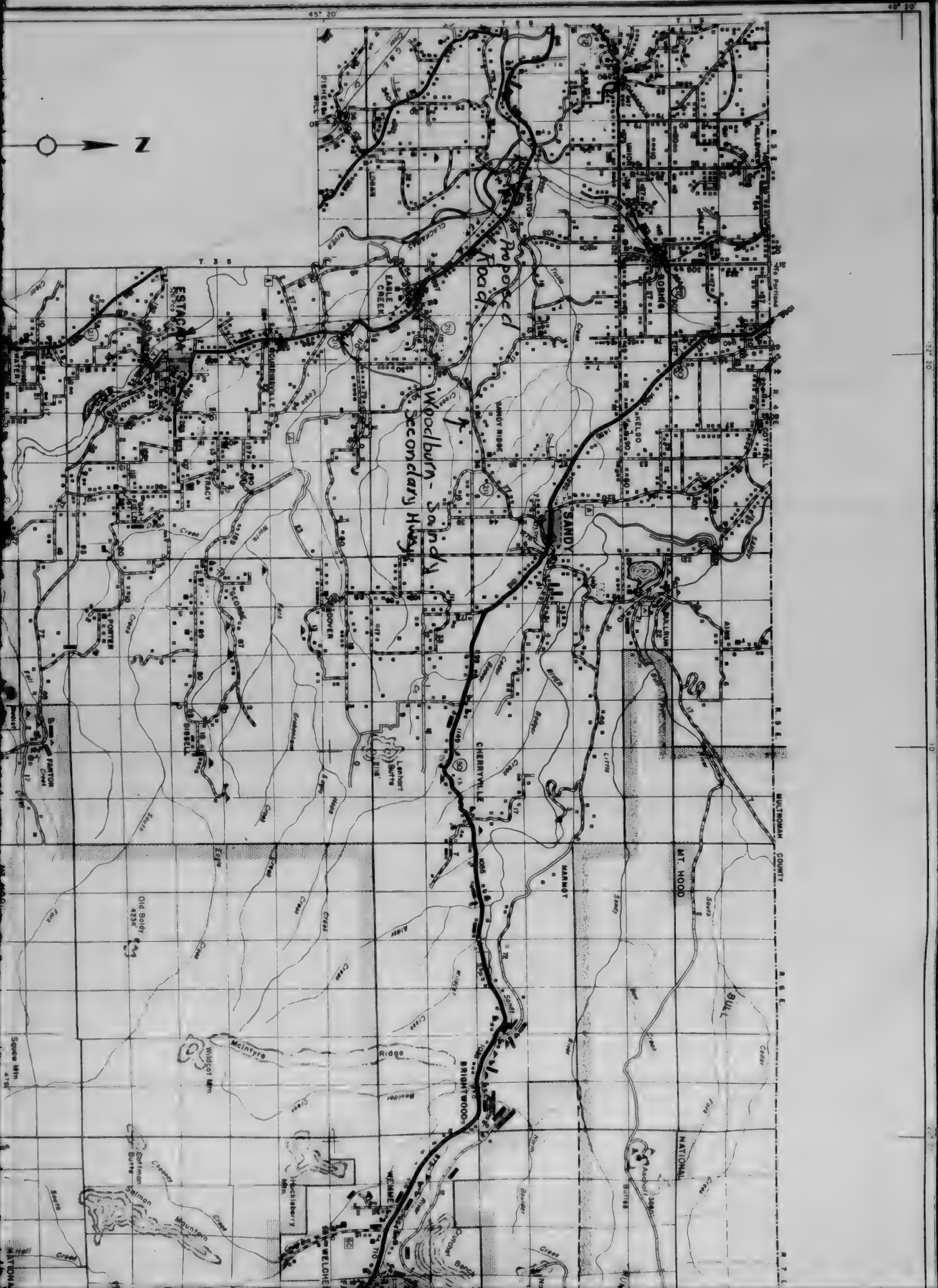
OREGON

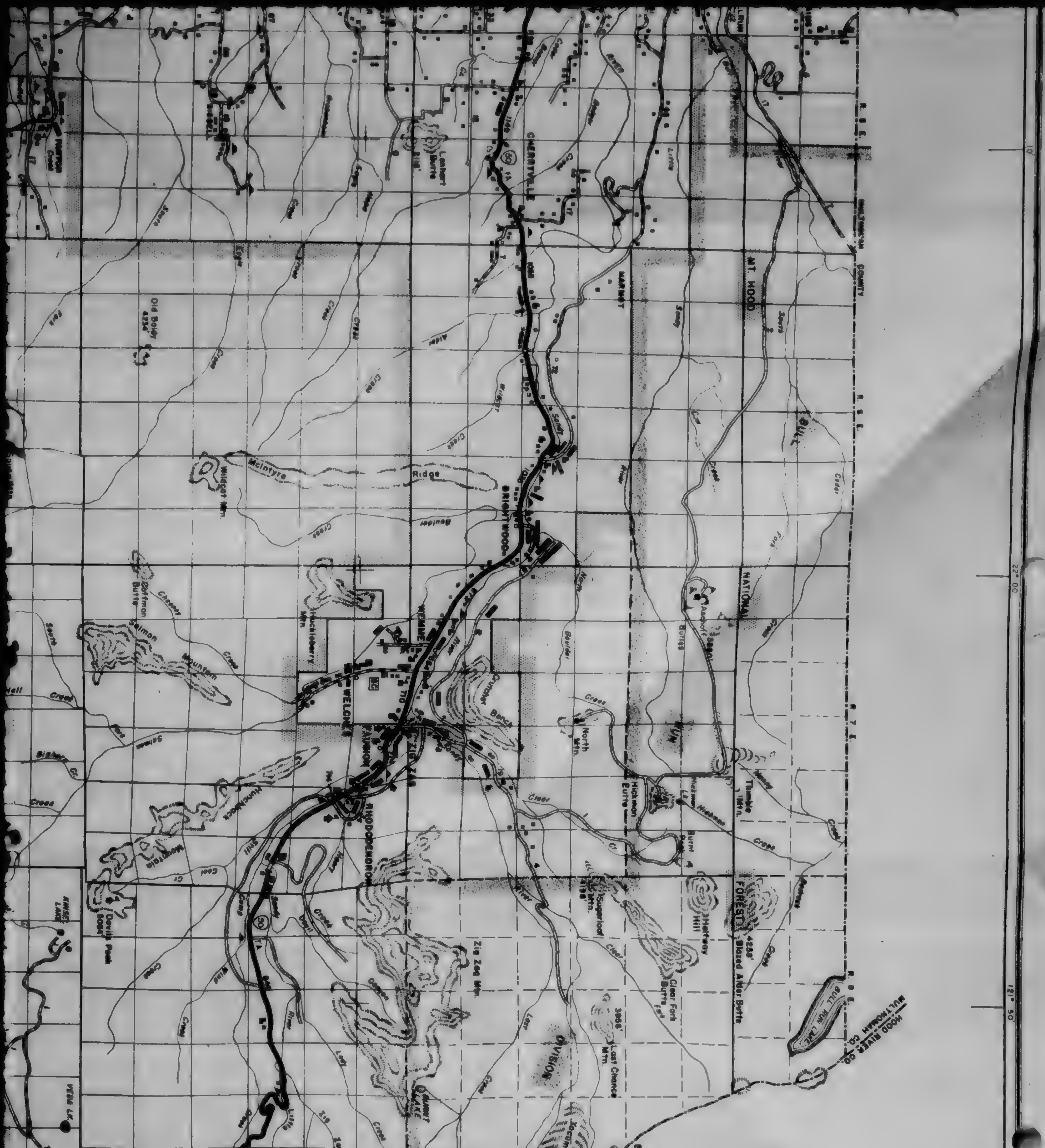
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

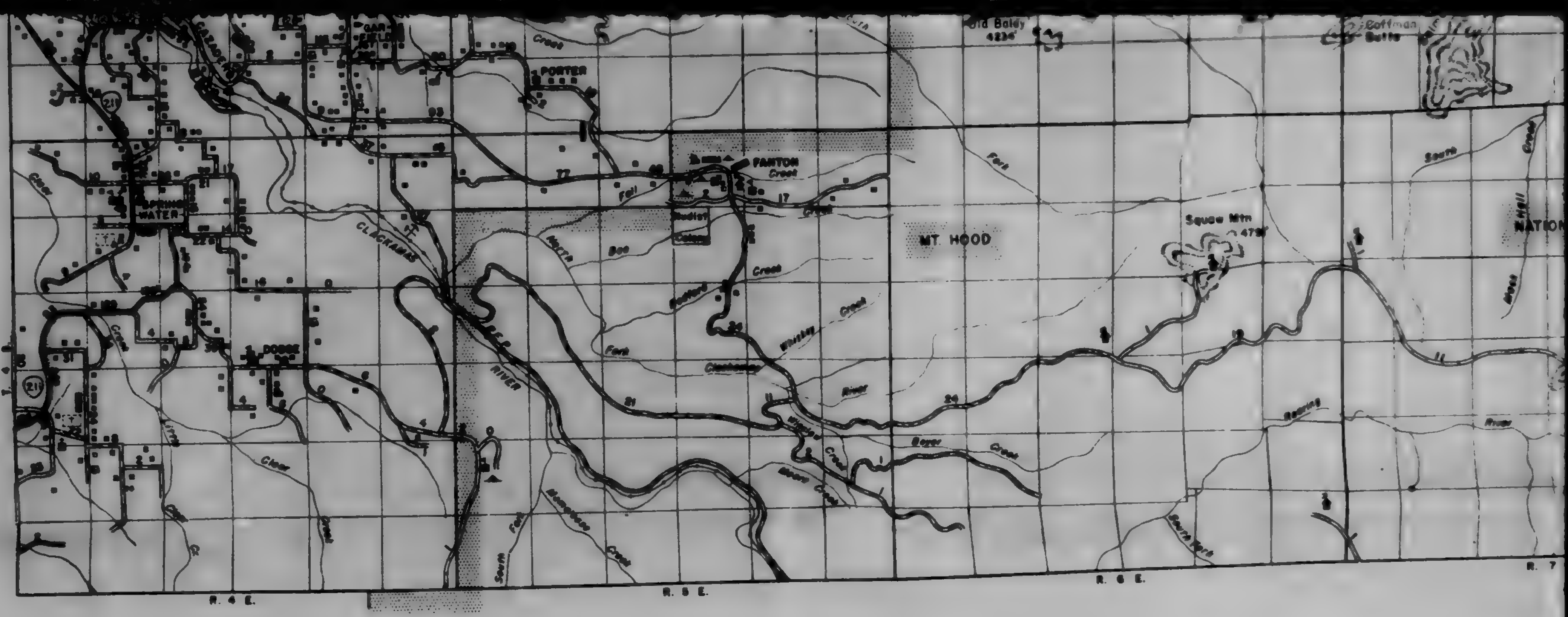
SCALE
0 1 2 Miles

1936
REVISED 1939

SHEET 3 OF 8 Polyconic Projection

Z
45° 20'
T. 1 S.
T. 2 S.
T. 3 S.
R. 4 E.
R. 5 E.
R. 6 E.
R. 7 E.
122° 20'
10'
Proposed Road
Woodburn-Sandy Secondary Hwy
ESTACADA
EAGLE CREEK
CURRINSVILLE
TRACY
PORTER
BISSELL
DOVER
SANDY
SANDY RIDGE
KELSO
BORING
COTTRELL
BULL RUN
CHERRYVILLE
MARMOT
BRIGHTWOOD
WEMME
WELCHES
LOGAN
CLACKAMAS RIVER
Lenhart Butte
Old Baldy 4236
McIntyre Ridge
Wildcat Mtn
Squaw Mtn
Huckleberry Mtn
Salmon Mountain
Hell Creek
Sandy River
Boulder Creek
Bull Run
MULTNOMAH COUNTY
MT. HOOD
NATIONAL
To Portland
211
50
26


CHERRYVILLE
MARMOT
MT. HOOD
NATIONAL
FOREST
MULTNOMAH COUNTY
BULL RUN
BRIGHTWOOD
WEMME
WELCHES
ZIGZAG
RHODODENDRON
GOVERNMENT CAMP
MOUNT HOOD
MT HOOD 11253'
PRIMITIVE AREA
DIVISION
MULTNOMAH CO.
HOOD RIVER CO.
HOOD RIVER CO.
CLACKAMAS CO.
BULL RUN LAKE
Blazed Alder Butte
Zig Zag Mtn.
Devils Peak
Kinzel Lake
Veda Lk.
Eureka Pk.
Multorpor Mtn.
Bird Butte
Bald Mtn.
Yocum Ridge
Lost Chance Mtn.
Clear Fork Butte
Hickman Butte
Thimble Mtn.
Burnt Peak
Hiehway Hill
Huckleberry Mtn.
Old Baldy 4234'
Salmon Mountain
McIntyre Ridge
Wildcat Mtn.
Hunchback Mtn.
Lenhart Butte
Sandy River
Zigzag River
Still Creek
Clear Creek
Boulder Creek
Cedar Creek
Laurel Hill
R. 6 E.
R. 7 E.
R. 8 E.
122° 00'
121° 50'
45° 30'
45° 20'



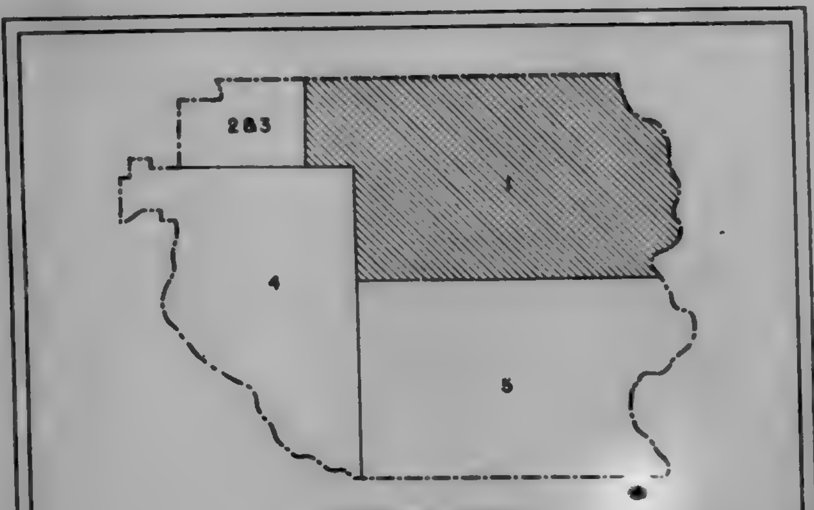
TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1936-37 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

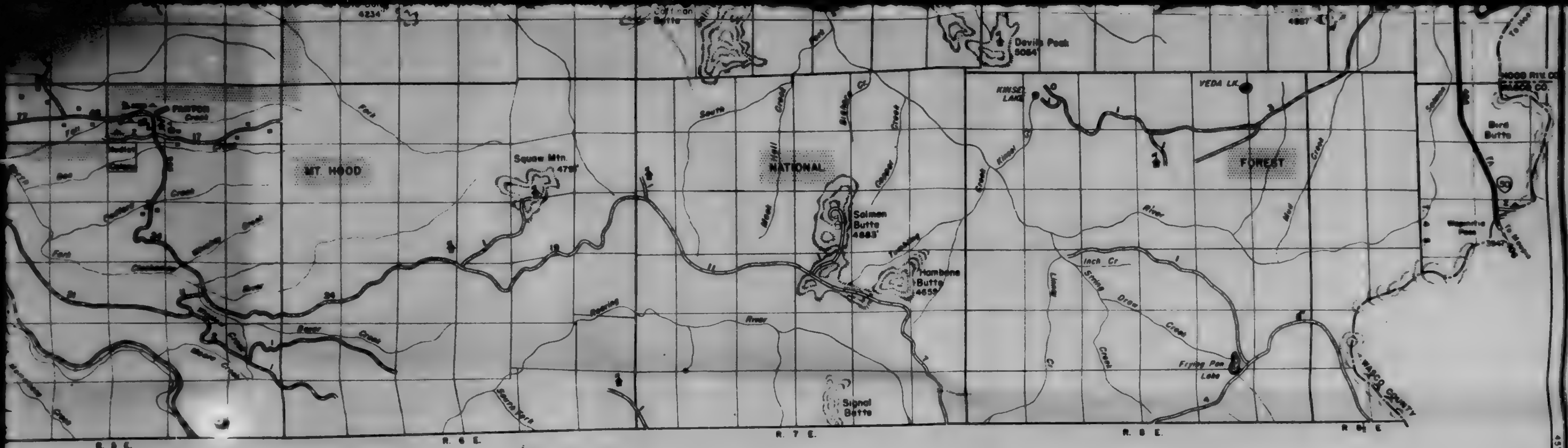
LEGEND

PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE ARCH
BRIDGE - TRUSS (W WOOD, S STEEL, G-GIRDER)
FERRY (FF FREE FERRY, TF-TOLL FERRY)
HIGHWAY TUNNEL
IN USE NOT IN USE FARM UNIT
DWELLING (OTHER THAN FARM)
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
TOURIST CABINS
RADIO STATION

POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK (S P-STATE, C P CO., M P MUNI.)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA FEDERAL AID HIGHWAY SYSTEM
FAS FEDERAL AID SECONDARY HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
RAILROAD-ELECTRIC
RAILROAD-TWO OR MORE OPERATING COMPANIES
SWAMP OR MARSH
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD



ARRANGEMENT OF SHEETS
FOR
CLACKAMAS COUNTY



45° 10'

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1936-37 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

LEGEND

PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE TRUSS (W WOOD S STEEL G-GIRDER)
FERRY (F-FREE FERRY, TF-TOLL FERRY)
HIGHWAY TUNNEL
[illegible]
FARM UNIT
DWELLING (OTHER THAN FARM)
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
[illegible]
RADIO STATION

POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
[illegible] STATION
[illegible]
[illegible]
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK (S.P.-STATE, C.P. CO. M. [illegible])
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA FEDERAL AID HIGHWAY SYSTEM
FAS [illegible]
[illegible]
RAILROAD GRADE CROSSING
[illegible]
[illegible]
[illegible]
[illegible]
RAILROAD-TWO OR MORE OPERATING COMPANIES
SWAMP OR MARSH
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

GENERAL HIGHWAY MAP

CLACKAMAS COUNTY

OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
1 0 2 3 4 Miles

1936
REVISED 1939

10' 122° 00' 121° 50'

SHEET 1 OF 5 Polyconic Projection

NOVEMBER, 1936 CLACKAMAS COUNT

9-1115 Millican-Brothers Section
Central Oregon Highway 1947

#2898

RECEIVED
SEP 13 1948
FOR FILING

9-1115

2878

September 10, 1948

General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway contract No. 2898 for reoiling on Millican-Brothers Section of the Central Oregon Highway, in Deschutes County, has been completed by the contractor, Babler Bros., and that final payment in the amount of $6,048.97 will be made on or after September 20, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $167,423.76, of which amount $293.40 represents force account items. This contract was completed June 26, 1948 and accepted by the Highway Commission August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

9-10-48

RECEIVED
AUG 6 - 1948
FOR FILING

9 - 1115

August 5, 1948

Dooly & Company
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Babler Brothers, on contract No. 2898, covering Millican-Brothers Section of Central Oregon Highway in Deschutes County. This payment, in the amount of $1,229.16, will be made on or after the 18th of August. The retained percentage is $4,990.97.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cw

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
cw

Form E-1—5M—7-46 9-1115 17

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 31, 1948

Section Millican-Brothers

Kind of work Re-oiling

Highway Central Oregon

Section prefix 9-1115

Contractor Babler Bros

Contract number 2898

Date of contract ~~May 20~~ April 24, 1947

Date of completion November 30, 19~~48~~ 47

Date work started May 20, 1947

~~Estimated~~ date of completion June 26, 1948

Amount of contract $ 168775.00
additional items 2400.00

Per cent of time elapsed 429/221 194.12 401/221 ~~181.5~~ %

Estimated cost of completed project, exclusive of engineering . . . . semi-final figures . . . $ 170668.07

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 6800., 3.99 %

Date project was completed June 26, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Setting up of the plant to produce aggregates for the re-oiling of this project started on May 20,1947. Drilling in the designated quarry at MP 34.2 started on May 22. Plant started operations July 23 when the first rock was hauled to MP 42.9. Oiling operations began September 11,1947 and closed down September 23, due to lack of rock. Oiling was then laid over until in 1948. Crushing continued until January 4,1948 when it was estimated that enough material had been produced.

Re-oiling work started again on Thursday May 27,1948 and was completed June 26/48.

Final cleanup and removal of equipment was completed July 15,1948

The semi-final estimate was submitted to the Bend Division July 29,1948.

NOTED
H. W. LIBBY

Final Report

RECEIVED
AUG 2 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed A.A. [illegible]

Address 1290-Wall St. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING Shoulder material	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		24.1	24.1	24.1	
Miles partially completed					
Miles completed		24.1	24.1	24.1	
Total estimated quantities		4500	6600	1530 Tons oil 18600 cy agg	
Estimated quantities moved or placed to date		4111	6712.5	1382.19 Tons oil 18705 cy agg from contr. 620 cy " " state	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

1T

RECEIVED
JUL 19 1948
FOR FILING

9-1115

2898

July 15, 1948

General Casualty Company
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Babler Brothers a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2898 for recoiling on Millican-Brothers Section of the Central Oregon Highway in Deschutes County. This payment, which is in the amount of $44,164.61, reduces the retained percentage to 3% of the total amount earned by the contractor or the sum of $4,952.96. The present payment to the contractor will be made on or after July 26, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Q

Secretary

gl

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
7-15-48

NOTED
H. B. GLAISYER

RECEIVED
JAN 22 1948
FOR FILING

9-1115

January 21, 1948

Babler Bros.
4617 S.E. Milwaukie Ave.
Portland 2
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 244 days, from November 30, 1947 to August 1, 1948, within which to complete your contract No. 2898 for the Millican-Brothers Section of the Central Oregon Highway in Deschutes County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

NOTED ON CARD
1-21-48

RECEIVED
DEC 17 1947
FOR FILING
9-1115

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a request from Bahler Brothers, Contractors, for an extension of time from November 30, 1947 to August 1, 1948 on the Millican-Brothers Section of the Central Oregon Highway, Contract No. 2898.

Crushing on this project was extremely difficult, and the subcontractor was unable to produce sufficient rock to complete the oiling before fall rains set in. Engineering and maintenance costs will not be increased on this section because of the non-completion of the contract, and I, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

FORM E-50 30M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19th, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I recommend the extension of time for Babler Bros. on the Millican-Brothers Section until August 1st, 1948.

The quarry has been unusually difficult and I feel that the crushing sub-contractor has done everything possible to expedite the job and the contractor has done all the oiling for which rock was produced.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
MAY 17 1947
FOR FILING

9-1115

May 17, 1947

Babler Bros.
4617 S.E. Milwaukie Ave.
Portland 2
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2898, which was awarded to you on April 24, 1947 by the State Highway Commission, covering Millican-Brothers Section of the Central Oregon Highway in Deschutes County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 26 1947
FOR FILING

9-1115

April 25, 1947

Babler Brothers
4617 S.E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on April 24, 1947, awarded you the contract for reoiling and furnishing crushed rock in stockpiles on the Millican-Brothers Section of the Central Oregon Highway in Deschutes County. This award was based on your low bid of $168,775.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

16-1015 Madras Sec., The Dalles- 1947
California Hwy.
#2899

RECEIVED
SEP 5 1951
FOR FILING

16- 1015

2899

Salem, Oregon
August 24, 1951

Mr. M. H. Hawke
Auditor
Building

Dear Mr. Hawke:

Attached are two notices of garnishment served in this office at 4:50 p.m., August 23, 1951. One of the garnishments is against Ashbahr Company, Inc., in the sum of $234.73. The other garnishment is against Albert W. Denton, d.b.a. Denton Construction Company in the sum of $1,189.50. Both Garnishments have been served by the State Tax Commission for taxes due the State of Oregon.

We have been unable to ascertain the contracts to which the garnishment against the Denton Construction Company applies, but from the name of the name of the company we find three contracts awarded to them; namely, Contracts 2888, 2899 and 2944. We have no information concerning the Ashbahr Company, Inc.

Please withhold payments as required by the notices of garnishment and forward them to Mr. Devers for further handling when you have finished with them.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. J. M. Devers

RECEIVED
JUL 31 1951
FOR FILING

16 - 1015

2899

agreement with Surety is filed
in contract no. 2944

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1951

SUBJECT:

[illegible]
[illegible]
[illegible]
[illegible]

To: Mr. H. B. Glaisyer,
Office.

Re: Contracts 2899, 2888 and 2944

Dear Mr. Glaisyer:

Please refer to the agreement between the Highway Commission and the Glens Falls Indemnity Company concerning the Denton Construction Company contracts, the original of which agreement you have in your files. Will you please get for me a warrant or check covering the amount of money earned but unpaid with respect to the said contracts?

I am under obligation to mail this to John M. Coke for the Glens Falls Indemnity Company. If you prefer to mail it to him you may do so but send me a copy of the letter of transmittal.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW

Rvd [illegible] Michelsen
on 6/6 to get warrants
on contracts 2899 & 2944
from secty of state & give
them to [illegible]
wrs

MEMO:
Agreement with Glens Falls Indemnity Co. filed in Contract #2944.

RECEIVED
NOV 1 - 1950
FOR FILING

Mrs Lewis

16-1015
2899

October 31, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter, the original of which was written to the Secretary of State, in which the Portland Wire and Iron Works advised that their claims in the amounts of $1,471.71 and $522.21 against Denton Construction Company on State Highway Contracts 2899 and 2944 have been paid in full.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with the above-mentioned contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
6-31-50 g e

COPY

PORTLAND WIRE & IRON WORKS
2644 S. E. Seventeenth Ave.
Portland 2, Oregon

October 25, 1950

John M. Coke
1012 Yeon Bldg.
Portland, Oregon

Gentlemen:

Subject: State Contract 2899 Madras Job, Denton Const.
Lein filed in the amount of $1,471.71 by
Portland Wire & Iron Works.

State Contract 2944, Gardiner Job, Denton Const.
Lein filed in the amount of $522.21 by Portland
Wire & Iron Works.

Please be advised that the above claims have been paid in full.

Very truly yours,

PORTLAND WIRE & IRON WORKS

A. L. FOSTER

A. L. Foster
Vice President

ALF/h

C.C. Earl T. Newberry
Secretary of State
Salem, Oregon

RECEIVED
NOV 1 - 1950
FOR FILING

16-1015

2899

Files

Mrs Lewis

October 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have your letter of October 26 to which was attached a copy of a letter from the Portland Wire and Iron Works advising that their claim in the amount of $1,471.71 against Denton Construction Company on State Highway Contract 2899 has been paid in full, and also that their claim in the amount of $522.21 against Denton Construction Company on State Highway Contract 2944 has been paid in full.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 16, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to advise that we received today from the Portland Wire and Iron Works the enclosed copy of their letter to us.

Our records show that a notice of claim covering $522.21 on State Contract No. 2944 was received and filed in this office on December 28, 1948, our file no. 3130.

We do no show a notice of claim by the Portland Wire & Iron WorksState Contract [illegible] [illegible] Job, in the amount of $1,471.71.

Very truly yours,

Earl T Newbry

Secretary of State

NF:[illegible]
Enc.

BY SECRETARY

[illegible] Cttee.
not in card

RECEIVED
APR 17 1951
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

16-1015

2899

October 11, 1950

Glaisyer

NOTED
H. B. GLAISYER

Miss Doris Barnes
Chief, Legal Section
Internal Revenue Department
Portland 9, Oregon

Re: Albert W. Denton dba
Denton Construction Co.

Dear Miss Barnes:

I have just been furnished the information which you requested in connection with the Denton Construction Company contracts and I enclose that information on the attached sheet.

I shall be glad to discuss this matter further with you and the bonding company.

Oregon law provides that highway funds are trust funds and are dedicated to the payment of labor, material and other claims incurred in connection with highway construction. The Denton Construction Company failed financially and its surety or bonding company took over the work and completed it at a substantial loss. The bonding company has paid many labor and material claims and there are some still unpaid.

It is my understanding that the government's claim did not develop out of any transaction connected with any of these jobs but is a debt incurred in connection with an independent contract unrelated entirely to the State work, but was instead, as I am advised, a contract with the Bonneville Power Administration. It is because of the radical divorcement between the government's claim and the funds in dispute that I have been compelled to say to the Commission that in my opinion moneys earned and unpaid under the Denton Construction Companys contracts are pledged first to the payment of labor and material claims, whether those claims be paid by the contractor or the contractor's bonding company.

If the government's claim had developed in connection with any one of these contracts then I can see where there might be ground or law upon which to give the government's claim preference over the other claims connected with the jobs, but as I have stated, the government's claim, if I am correctly informed is in nowise related to any one of these jobs. I shall welcome an opportunity to have this issue disposed of and I shall cooperate with you and the bonding company to that purpose.

The amount of unpaid claims shown against each job should be understood as estimates only. Our information with respect to unpaid claims is predicated on and computed from claims filed with the Commission. It is altogether probable that many of the claims filed have been paid, but the claimants do not advise the Commission with respect to that matter, so, as I have said, in giving information concerning claims against the respective jobs we have simply given the total of claims filed regardless of the dates upon which the claims were filed.

Yours very truly,

J. M. DEVERS

JMD:JK
cc :John M.Coke, Atty.
Paul Lynch
H.B.Glaisyer ✓
Encl.

Denton Construction Company Contract # 2888 - Ashland

(1) Amount of contract $49,848.00.

(2) Total amount earned under contract $34,309.08.

(3) Total amount paid $34,309.08.

(4) Total amount withheld None.

(5) Total amount of unpaid claims against job $2225.92, plus claim of State Industrial Accident Commission, amount not stated.

Denton Construction Company Contract # 2899 - Madras

(1) Amount of contract $59,974.00

(2) Total amount paid $58,490.83.

(3) Total amount paid $56,759.00

(4) Total amount withheld $1,731.83.

(5) Total amount of unpaid claims against job $44,826,03.

Denton Construction Company Contract # 2944 - Gardiner

(1) Amount of contract $98,308.00.

(2) Total amount earned under contract $99,028.03.

(3) Total amount paid $91,437.80.

(4) Total amount withheld $7,590.23.

(5) Total amount of unpaid claims against job $82,420.73. (Approximately)

RECEIVED
OCT 5 1950
FOR FILING

16-1015

2897

C O P Y

October 5, 1950

J. M. Devers
Chief Counsel

In response to your request I hand you herewith two copies of the list of claims that have been filed against Denton Construction Company, Contract No. 2944 on file in this office for the construction of the Gardiner Section of the Oregon Coast Highway, and two copies of the list of claims that have been filed against Denton Construction Company in connection with State Highway Contract No. 2899 for improvement of The Dalles-California Highway in Madras.

Both lists are complete insofar as the office has knowledge of claims against both jobs and we have no record whatsoever that any of the claims have been satisfied.

Secretary

HBG/fm

Enc. 4

LIST OF CLAIMS FILE AINST CONTRACT NO. 2899, DENT ONSTRUCTION COMPANY

8-4-47	S. B. Johnson	Labor	$ 181.54
12-4-47	Lester W. Shields	Labor, no amount specified	
1-28-48	Central Wood Products, Inc.	Material, no amt. "	
2-27-48	Portland Wire & Iron Works	Material	1471.71
9- 3-48	W. C. Bauman Co. (Cunningham & Smiley, sub-contrs.)	Equipment rental	231.00
9-24-48	Adler Construction Co. (Cunningham & Smiley)	Materials & Equipment	1020.30
10-18-48	Jefferson Co.	Work & Equipment	165.00
10-21-48	Armco Drainage & Metal Products, Inc.	Sewer Pipe	4009.00
11-19-48	S. U. C. C.	3rd quarter	1602.01
~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	
12-13-48	Prineville Sand & Gravel Co.	Sand	50.00
12-23-48	T. W. Thomas	Rental of Water Wagon	230.00
1-6-49	Accident Commission (State)	Unpaid contributions	227.60
2- 4-49	U.S. Collector Internal Revenue	Notice of Levy	10,831.82
3-31-49	James P. Denton	Materials & Equipment (amended)	520.00
4- 1-49	James P. Denton	" " (amended)	2,590.00
6-22-49	9 Hugh H. Earle, Collector of Internal Revenue	Notice of Levy	4806.16
7-28-49	Hugh H. Earle, Col. Internal Revenue	" " "	2370.93
7-28-49	Hugh H. Earle, Col. Internal Revenue	" " "	4496.96
8-12-49	State Tax Commission	Withholding Tax plus Penalty & Interest	1022.00
8-12-49	James C. Denton	Salaries, Wages, Expense Monies (amended)	9000.00

LIST OF CLAIMS FI AGAINST CONTRACT NO. 2944, DE N CONSTRUCTION CO.

12-8-47	Lester W. Shields	Labor, no amt. specified	$
9-2-48	Don Baldridge		186.91
8-31-48	Reedsport Machine Works	Labor & Material	62.94
10-5-48	Del R.Beebe	Labor & Equipment Rental	App. 648.51
10-6-48	Jack Robinson	Equip.rental & Misc.	3,686.49
10-23-50	Umpqua River Navigation Co.	Material & Rental	App.31,496.30
11-11-48	Waterworks Supplies Co.	Materials	58.16
11- 9-48	Rogers and Kuni	Concrete Pipe	700.26
11-13-48	James P. Denton	Dump Truck Rental	3,900.00
	(This claim amended in filing with Sec.of State to $28,955.55)		
11-23-48	A. B. Daly & Co.		48.23
12- 2-48	Siuslaw Forest Products,Inc.		412.89
12-14-48	West Coast Telephone Co.		570.87
12-11-48	Portland Wire & Iron Works	Materials	522.21
12-15-48	Dolan & Serfling		435.37
1-5-49	State Industrial Accident Commission	Unpaid Contributions	1,368.70
1-15-49	Wayne M. Woodward	Dump truck hauling	4,009.71
1-22-49	J & J Tire Co.	Tires	237.45
2- 4-49	U.S.Collector Internal Revenue	Notice of Levy	10,831.82
1-17-49	Mary R. Janelle	Broken windows	33.00
3-16-49	Lillebo Equipment Co.	Materials	17.50
3-18-49	Donald V. Baldridge	Labor & Material	186.91
3-23-49	Reedsport Logging Supply	Materials	61.21
3-23-49	Gardiner Service Station	Materials	1,090.54
3-25-49	Gardiner Lumber Co.	Lumber	483.45
4- 4-49	James P.Denton	Dump truck rental (amended)	2,590.00
5- 2-49	Wilson Bros.	Hauling	77.25
6-14-49	James C. Denton	Salaries, Wages,etc.	6,000.00
6-22-49	Hugh E. Earle, Collector of Internal Revenue	Notice of Levy	4,806.16
7- 5-49	John B. Robison	Services as Supt. (no amount)	
7- 8-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	2,370.93
7-28-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	4,496.96
8-12-49	State Tax Commission	Withholding Taxes	App. 1,022.00

RECEIVED
JAN 10 1949
FOR FILING

16-1015

2899

unknowns
into card

January 6, 1949

State Industrial Accident Commission
Building

Attention: Ray H. Lafkey, Attorney

Gentlemen:

This is to acknowledge your letter of January 5 to which was attached a statement in the amount of $227.60 for unpaid contributions owed to the State Industrial Accident Commission by the Denton Construction Company under our Contract No. 2899.

This claim will be recorded in this office and the surety and contractor notified.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-6-49 [illegible]

INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

COLLECTIONS DIVISION
RAY H. LAFKY, ATTORNEY

PAUL E. GURSKE
T. MORRIS DUNNE
L. D. ARENS
COMMISSIONERS

January 5, 1949

Firm No. 135861

State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
Yeon Building
Portland, Oregon

Gentlemen: Re: State Industrial Accident Commission vs. Albert Denton, dba Denton Construction Company

Enclosed herewith is an itemized statement for $227.60, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 2899, Madras Section of The Dalles - California Highway, Albert Denton, Contractor.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:kv
Enc.

Registered

1-6-49, gl

RECEIVED
JAN 6 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 10 1949
FOR FILING

16-1015

2899

Mrs Lewis
note

January 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received from the State Industrial Accident Commission a claim in the amount of $227.60 representing unpaid contributions to the Accident Commission by the Denton Construction Company under our Contract No. 2899 for work on the Madras Section of The Dalles California Highway.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

1-11-49

ORM 237

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMIS
FISCAL CONTROL DIVISION
SALEM, OREGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

Denton Constructi
FIRM NAME

PERIOD COVERED		AS AUDITED										AS PAID					
MO.	YR.	CLASS OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT CO
3 & 4	48	No Payroll														
5	"	Road Construction	4.50	Base	2076 64	93 45	1 46	6 64								
6	"	"	"	"	1583 71	71 27	1 03	4 34								
7	"	"	4.00		1153 89	46 16	90	2 35								
		State Highway Contract #2899														
		Regrading & Surfacing Madras Section														
		The Dalles-California Highway in														
		Jefferson County														
		TOTALS				210 88	3 39	13 33			XXXXXX					

PREPARED BY L. Hill 1-3- 1949

REGON
NT COMMIS
L DIVISION
REGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

135861
NUMBER

Denton Construction Co.
FIRM NAME

	AS AUDITED								AS PAID						BALANCE	
OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DEBIT	CREDIT
truction	4.50	Base	2076 64	93 45	1 46	6 64									101 55	
	"	"	1583 71	71 27	1 03	4 34									76 64	
	4.00		1153 89	46 16	90	2 35									49 41	
hway Contract #2899																
& Surfacing Madras Section																
s-California Highway in																
County																
			210 88	3 39	13 33				xxxxxx						227 60	
														TOTAL	227 60	

PREPARED BY L. Hill 1-3- 1949

RECEIVED
JAN 5 - 1949
FOR FILING

16-1015

2899

Mr. Lewis
note

January 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim received by us from the Secretary of State. This claim was filed in their office by T. W. Thomas in the amount of $230 for rental of a water-wagon furnished the Denton Construction Company in connection with our Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

1-3-49

T. W. THOMAS
Contractor
Road and Highway Construction
Portland, Oregon

Office address
10248 N. E. Halladay St.
Portland 15, Oregon

Phone:Kenwood 5353

December 17, 1948

Secretary of State
State of Oregon
Salem,
Oregon

TO - The Secretary of State
State of Oregon

Notice is hereby given that the undersigned, T. W. Thomas, has a claim for the rental of a water-wagon in the sum of two hundred thirty dollars ($230.00) against the bond taken from The Denton Construction Company by the Glens Falls Indemnity Company for work of State Highway Contract No. 2899, for regrading and surfacing the Madras Section of The Dalles-California Highway in Jefferson County.

Should it be necessary to file suit to collect this amount the undersigned will ask for an additional one hundred fifty dollars ($150.00) for attorney fees.

The water-wagon was rented by Cunningham and Smiley, sub-contractors of the Denton Construction Company for work on the Madras Section of The Dalles-California Highway.

T. W. THOMAS
T. W. Thomas

TWT/te

Copy to:

Oregon State Highway Commission
Glens Falls Indemnity Company

ENDORSED:

FILE NO. 3129
FILED DECEMBER 23, 1948
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JAN 5 - 1949
FOR FILING

16-1015

2899

99

Mrs. Lewis' note

January 3, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 27 to which was attached three copies of a claim in the amount of $230, filed by T. W. Thomas for rental of a water-wagon against the Denton Construction Company, our Contract No. 2899, for work on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4

NOTED ON CARD
1-3-49 gs

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 27, 1948

2891

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 23, 1948, a notice of claim by T. W. Thomas for rental of water-wagon furnished in the sum of $230.00 against the bond taken from The Denton Construction Company, for work on the Madras Section of The Dalles- California Highway in Jefferson County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

12-28-48 gl

RECEIVED
DEC 28 1948
FOR FILING

16-1015

2899

T. W. THOMAS
CONTRACTOR
ROAD AND HIGHWAY CONSTRUCTION
~~IMPERIAL HOTEL~~
PORTLAND 5, OREGON

Office Address:
10248 N.E.Holladay St.
Portland 16, Oregon

Phone: Kenwood 5353

December 17,1948

Secretary of State
State of Oregon
Salem,
Oregon

TO - The Secretary of State,
State of Oregon :

Notice is hereby given that the undersigned, T. W. Thomas, has a claim for the rental of a water-wagon in the sum of two hundred thirty dollars ($230.00) against the bond taken from The Denton Construction Company by the Glens Falls Indemnity Company for work of State Highway Contract No.2899, for re-grading and surfacing the Madras Section of The Dalles-California Highway in Jefferson County.

Should it be necessary to file suit to collect this amount the undersigned will ask for an additional one hundred fifty dollars ($150.00) for attorney fees.

The water-wagon was rented by Cunningham and Smiley, sub-contractors of tthe Denton Construction Company for work on the Madras Section of The Dalles-California Highway.

T W Thomas
T. W. Thomas

TWT/te

Copy to:
Oregon State Highway Commission
Glens Falls Indemnity Company

12-22-[illegible]

RECEIVED
[illegible] 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 20 1948
FOR FILING

16-1015

2899

Mrs. Lewis

December 17, 1948

Prineville Sand and Gravel Company
Prineville
Oregon

Attention: Mr. Arthur A. Hardesty

Gentlemen:

In your letter of December 13 you state that the Denton Construction Company owes you $50 for sand furnished on the bridge they built in Madras. This appears to come under our Contract No. 2899 for work on the Madras Section performed by the Denton Construction Company.

We suggest that you file your claim with the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

If you wish to protect your claim beyond the six months period following completion and acceptance of the job we suggest that you file your claim with the Secretary of State. This job was completed August 5 and accepted by the Highway Commission on November 3, 1948.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-17-48 JF

Mrs. Lewis

December 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The Prineville Sand and Gravel Company of Prineville, Oregon, in a letter dated December 13, state that the Denton Construction Company left their job owing them $50 for sand furnished for the bridge which the Denton Construction Company built in Madras.

We presume that this comes under our Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

The above information is furnished as your company appears as surety under the contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-17-48

RECEIVED
DEC 8 1948
FOR FILING

16-1015

2899

7 Des

Mrs. Lewis
Note on card

December 3, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 2 to which was attached three copies of a claim filed with your office by the Adler Construction Company against Denton Construction Company in the amount of $1,020.30.

This claim comes under our Contract No. 2899 for work performed on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-3-48 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Contract
2899

December 2, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 1, 1948, a notice of claim by Adler Construction Company for the equipment and all materials and supplies required for proper operation, in the amount of $1,020.30 against the bond taken from Denton Construction Company and the Glens Falls Indemnity Company, surety, for work of constructing the Madras Section of The Dalles-California Highway in Jefferson County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
DEC 3 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

12-3-48 gf

RECEIVED
JUN 26 1950
FOR FILING

16-1015

2899

Western

June 21, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the Hon. T. A. Power, Jefferson County Judge, advising that the County's claim in the amount of $165.00 against the Benton Construction Company is still unpaid. Notice of this claim was sent to your office on October 29, 1948, as being in connection with State Highway Commission Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2899.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 6/20

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Benton Construction Company
Route 1, Box 967
Beaverton, Oregon

Earl T. Newbry
Secretary of State
Capitol

NOTED ON CARD
6-21-50 gf

RECEIVED
JUN 26 1950
FOR FILING

16-1015

2899

Mrs Lewis

June 21, 1950

Hon. T. A. Power
Jefferson County Judge
Madras, Oregon

Dear Judge Power:

The Hon. Earl T. Newbry, Secretary of State, has forwarded to this office your letter of June 15, 1950, regarding your claim against Denton Construction Company, being in the amount of $165., and representing the balance due Jefferson County for use of county equipment in the performance of state highway work at Madras.

In connection with all state highway contracts, the successful bidder is required to furnish the state a surety bond to guarantee satisfactory completion of the project and payment of claims arising out of the job. Such a bond was furnished by Denton Construction Company in connection with the Madras contract, which incidentally is state highway Contract No. 2899, described as the regrading and surfacing of the Madras Section of The Dalles-California Highway.

The law specifies the procedure to be followed in filing claims against state contracts or against anyother public contract. In the case of a state highway contract, formal claim must be filed with the Secretary of State. This you have already done, according to information received from Mr. Newbry, who states that such filing was made in his office on October 28, 1948, therefore you can hold the bond responsible and liable for the payment of the county's claim. Had the claim not been filed with the Secretary of State, the statute of limitations would apply six months from completion of the project and formal acceptance of the same by the State Highway Commission.

Albert W. Denton, in whose name the contract was actually awarded, has become quite involved in connection with his contracts with the State Highway Commission, and others. There are numerous claims outstanding against him, which, according to our records, still remain unsatisfied. Due to existing circumstances, the State Highway Commission has not settled with Mr. Denton in full for the work performed at Madras, and will not release the funds until satisfactory adjustment has been made of the outstanding claims. Whether or not it would be advisable for the county to institute suit on Mr. Denton's bond to collect the amount of its claim is for the County Court to decide. I would suggest however, that in any event the county again make a demand upon the bonding company to pay this claim. The bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4, Oregon, are the local agents. Should you secure no satisfaction by so doing, then it would be necessary for you to resort to the courts, as it is contrary to the policy of the Highway Commission to make payments direct to the claimant unless it is by court order. I am forwarding a copy of your letter to the bonding company for their information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Hon. Earl T. Newbry
Secretary of State
CAPITOL

cc - F. A. Query

NOTED ON CARD
6-21-50 gl

EARL T. NEWBRY

[redacted]

Secretary of State

SALEM, OREGON

June 19, 1950

T. A. Power,
County Judge, Jefferson County
Madras, Oregon

Dear Judge Power:

We have your letter of June 15th, relative to a notice of claim by Jefferson County, against Denton Construction Company, for use of equipment in the sum of $165.00. The claim filed in this office on October 28, 1948.

COPY

All contracts, bonds and etc. covering highway construction work are in the custody of the State Highway Commission and we are forwarding your letter of June 15th to Mr. Glaisyer, Secretary of the Oregon State Highway Commission, Salem, Oregon and we believe you will receive a prompt reply from him.

Very truly yours,

Secretary of State

N:FA

cc: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

VER, County Judge
ARION J. SOUTH, Commissioner
F. E. STANGLAND, Commissioner
BOYD OVERHULSE. Dist. Attorney

H. A. DUSSAULT, Sheriff
NELLIE WATTS, County Clerk
ELIZABETH GREEN, Treasurer
WILLIAM BROWNHILL, Assessor
LILLIAN WATTS, Supt. of Schools
W. H. SNOOK, Health Officer

JEFFERSON COUNTY

ounty Court Meets First Wednesday in Each Month

MADRAS, OREGON

Office of County Judge

June 15 , 1950

Earl T. Newbry
Secretary of State
Salem , Oregon

Dear Secretary:

On October 27, 1948 I wrote you in regard to a claim which Jefferson County has against Denton Construction Co. who had a contract with the Oregon State Highway Dept. through Madras.

Mr. Denton used our county equipment to the extent of $165.00 . So far we have been unable to collect this bill.

I am wondering if there is any way of collecting this amount from Mr. Denton. It does not seem possible that the Highway Commission would give a contract to any one without at least guaranteeing incured bills which were contracted while doing work for the state.

I would appreciate a reply at your earliest convenince.

Yours very truly,

T. A. Power, County Judge

P.S.
I wrote to Glen Falls Indemnity Co. Yeon Bldg.Portland.Ore. surity on the bond furnished by Mr.Denton in connection with the job. They never answered any of my letters.

T.A.P.

CRETARY OF STATE
RECEIVED
JUN 19 1950
EARL T. NEWBRY

[illegible]
6-21-50

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JUN 26 1950
FOR FILING

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2899

Files

Mrs Lewis

June 21, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of June 19 to which was attached a letter from Jefferson County Judge T. A. Power in which he makes inquiry as to the status of the Jefferson County claim against Denton Construction Company, which claim was previously filed in your office October 28, 1948.

For your information there is attached hereto a carbon copy of our letter to Judge Power and also to the Glens Falls Indemnity Company who furnished the bond on State Highway Contract 2899.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 6/20
Attach.

6-21-50,SC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 19, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing a letter received today from T. A. Power, county judge of Jefferson County, relative to a notice of claim by Jefferson County, against the Denton Construction Company, in the amount of $165.00, which was received and filed in this office as of October 28, 1948. There is also enclosed a copy of our letter to Judge Power.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-21-50 g

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FOR FILING

14-1015

2899

Law Offices of
CRANDALL & COKE
Yeon Building
Portland 4, Oregon
April 20, 1950

C
O
P
Y

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contract Nos. 2899 and 2944

Dear Mr. Glaisyer:

We acknowledge receipt of your letter of April 19th in regard to the present status of the accounts on contract Nos. 2899 and 2944 of the Denton Construction Company.

Regarding contract No. 2899, known as the Madras job, we agree with you that the sum of $1,731.83 is the amount due the Glens Falls Indemnity Company as assignee of the contractor, Albert W. Denton doing business under the assumed name and style of Denton Construction Company.

Regarding contract No. 2944, known as the Gardiner job, we agree that the retained percentage on estimate No. 11 was the sum of $7,373.10. We believe you were in error in making the following statement: "certain amounts were earned by the contractor subsequent to apyment of estimate No. 11." If you are referring to the contractor or the Denton Construction Company, we believe that your records will show that any amounts earned on estimate No. 12 were earned and are payable to the surety or the Glens Falls Indemnity Co., the Denton Construction Company having been declared in default prior to this time. We agree that on estimate No. 12, or the semi-final, that the amount earned thereon was the sum of $4,159.28. Regarding the deductions which were arbitrarily made on the amount earned on estimate No. 12, namely, guard rail $481.11, adjustment for cement $40.02 and force account item $244.66. These particular items appear, on our present information, to be in order, however, we reserve thr right to deny that the Commission was entitled to make these deductions or any part thereof.

Regarding the arbitrary deduction made in the sum of $3,665.68 for excess engineering, we deny that the Commission had any right to make this deduction. Shortly after we had knowledge of the fact that the Commission had determined to make this deduction for excess engineering costs, we talked with your Mr. Devers, Chief Counsel of the Commission, and advised him that we would contest the same. Will you please, therefore, accept this letter as a notification to the Commission that the undersigned, Glens Falls Indemnity Company, as surety, denies the right of the Commission to make this deduction for excess engineering costs.

We will be in Salem within the next several days and will discuss these matters with you.

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

By /s/ John M. Coke
John M. Coke

JMC:mb

April 19, 1950

Mr. John M. Coke
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Reply is made to your letter of April 14, concerning Denton Construction Company Contracts Nos. 2899 and 2944.

In the third paragraph thereof, you request that the total amount now withheld by the State because of the Government's claim be checked as to accuracy. This check has been made with the following results: The amount owing to the contractor on the Madras job is $1,731.83 as previously stated, and with which amount you advise that you have no dispute. On the Gardiner job, the amount still owing the contractor is the amount mentioned in my previous letter, $7,590.23. This is the amount of the final voucher covering estimates 12 and 13. Ordinarily, estimate No. 12 would have been a semi-final payment, but the amount thereof was too small to voucher, so it was included in estimate No. 13.

According to estimate No. 11, which has been paid, the amount held by the Highway Commission as retained percentage, was $7,373.10. Certain amounts were earned by the contractor subsequent to the payment of estimate No. 11, and had there been no deductions, estimate No. 12, semi-final, would have been paid in the amount of $4,159.28, however, there were a number of deductions: Guard Rail, $481.11; Excess Engineering, $3,665.68; and an adjustment for cement, $40.02. There would have been added, however, the sum of $244.66 under a force account item. The result of the deductions and the force account addition reduced the amount of estimate No. 12, semi-final, to $217.13, which amount, as mentioned above, was too small to pay, so it was included in the final estimate No. 13, making a total of $7,590.23 for that estimate. You can readily see from the above that had it not been for the deductions, the amount payable to contractor as final for the Gardiner job would have been considerably more than the amount of the final voucher as prepared. I hope I have explained the situation to your satisfaction.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ts

CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON
April 14, 1950

COPY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contracts #2899 and 2944

Dear Mr. Glaisyer:

I acknowledge receipt of your letter of March 1st and March 27th regarding the Denton Construction Company jobs No. 2899, known as the The Dalles--California Highway at Madras and No. 2944 designated as the Oregon Coast Highway at Gardiner.

The reason that I have not answered your letters is due to the fact that I have been absent from my office for several weeks, however, I will be in Salem to confer with you some time next week, regarding the matter set forth in your letter of March 1st, namely, our providing the State of Oregon with a bond for the release of monies now retained by the State under the claim of the Internal Revenue Department.

In order to expedite matters, I wish that you would check your records as to the total amount now withheld by the State under the government claim on Denton's Gardiner job, namely, contract No. 2944. In your letter of March 1st you state as follows: "There is still owing to the contractor on the Madras job the sum of $1,731.83 and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05." We have no dispute with the amount of the retained percentage as stated by you in the sum of $7,590.22, however, according to our records at the time of the government levy there was an additional sum of $7,373.10 which was earned and payable at the time of the levey. The actual amount now withheld by you is probably not the total of these two sums as a portion of the $7,373.10 at the time of the levy was retainage.

As to the Madras job, contract No. 2899, we are in agreement upon the amount of the retained percentage, namely the amount withheld, $1,731.83.

Very truly yours

/s/ John M. Coke
John M. Coke

JMC:mb
cc: J. M. Devers

19 — est 9

[illegible] — $ 1731.83

#2944 — est. 12 and 13 final
no semi final
$ 7590.23
sent [illegible] Jan 18

4159.28
244.66
4403.94
4186.81
217.13

Est 12 - too small for vouchering -

217.12

7373.10 - actual net % on est. #11

7590.23
7373.10
217.13

4159.28 — est #12 S.F.

S.F. in 2944
ded. — 481.11 [illegible]
ded. 3665.68 Engr
add — F.A. 244.66
ded — cement adj. 40.02

7373.10
4159.28
11532.38
4186.81
7345.57
244.66
7590.23

481.11
3665.68
40.02
4186.81

March 31, 1950

Don Parker, Attorney
State Industrial Accident Commission
BUILDING

Dear Mr. Parker:

Reply is made to your letter of March 28, 1950, regarding your Commission's claims against Denton Construction Company, arising out of State Highway Contracts 2899 and 2944. You advise that you have not received payment from the surety or the contractor in settlement of these accounts, and inquire if the surety will soon make payment to the Industrial Accident Commission, or what course of action is suggested that you take to make it possible for the Accident Commission to receive payments now due.

Both of the contracts to which you refer have been completed and accepted by the State Highway Commission. Contract No. 2899 was completed on August 5, 1948, and was accepted by the State Highway Commission on November 3, 1948. Contract No. 2944 was completed June 30, 1949, and was accepted by the State Highway Commission on August 19, 1949. Final payment in connection with both jobs has not, as yet, been made, due to attachment by the U. S. Government, Internal Revenue Department.

Pursuant to the suggestion of the Highway Commission's Chief Counsel, Mr. J. M. Devers, I wrote Mr. John M. Coke, Attorney for Glens Falls Indemnity Company, surety for the bond furnished in connection with both jobs, in which letter I told Mr. Coke that if the surety would give the state a bond to protect the state against loss in the event the government should prevail in its attachment, the Highway Commission would release to the bonding company the remaining monies earned by the contractor and as yet unpaid, subject to the satisfaction of other outstanding claims. I have not, as yet, received a reply from Mr. Coke, so I do not know if he intends to furnish such a bond, neither do I know when the surety expects to settle the outstanding claims, including those of the Industrial Accident Commission.

My thought is that the bonding company is withholding the settlement of some of the outstanding claims pending receipt from the State Highway Commission of balances due, which incidentally amount to $9,322.05.

This letter, I know, does not give you a great amount of satisfaction. Should you desire further information, I will be glad to discuss the matter with you if you will call at my office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

INDUSTRIAL ACCIDENT
COMMISSION
SALEM, OREGON
March 28, 1950

C
O
P
Y

Firm No. 135861

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: De~~o~~nton Construction Company

Contract No. 2829 - $ 227.60
Contract No. 2944 - $1,368.70

Dear Mr. Glaisyer:

Information was forwarded to the Highway Commission which was acknowledged by your letters dated January 6, 1949, indicating that the Denton Construction Company owed this Commission for contributions in the above amounts.

Payment has not been received from the surety or the contractor. We would appreciate knowing if the surety will soon make payment to the Commission or what course of action would you suggest this office take to now make it possible for the Commission to receive the payments which are due.

Very truly yours,

/s/ Don Parker

DON PARKER
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

DP:iz

March 27, 1950

Mr. John M. Coke
Attorney-in-fact
Glens Falls Indemnity Co.
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

May I please have a reply to my letter of March 1, 1950, concerning the release of final payment to Denton Construction Company in connection with State Highway Contracts Nos. 2899 and 2944 for highway improvements on The Dalles-California Highway at Madras, and on the Oregon Coast Highway at Gardiner.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

March 1, 1950

Mr. John M. Coke
Attorney for Glenns Falls
Indemnity Company
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

This letter concerns the release of final payment in connection with the Denton Construction Company's contracts Nos. 2899 and 2944 for highway improvements on The Dalles-California Highway at Madras and on the Oregon Coast Highway at Gardiner. There is still owing to the contractor on the Madras job the sum of $1,731.83, and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05.

The United States Government has served on the State Highway Commission attachment, seeking to recover or control monies due the contractor on both of these jobs. The balance due the contractor under both of the above mentioned contracts has been payable for some time, but has not been paid because of the attachment. In a communication I have received from Mr. J. M. Devers, the Highway Commission's Chief Counsel, he advises that the Glenns Falls Indemnity Company is ready to give the state a bond to protect the state against loss in the event the Government should prevail in the attachment of the monies due the contractor from the state, and he has suggested that I secure from you such a bond. In conformity with that suggestion, I am now asking you to deliver the bond to me. If and when it is approved as to form and protective clauses, the Internal Revenue Department will be notified and the remaining monies earned by the contractor and as yet unpaid will be released, subject, of course, to satisfaction of other outstanding claims.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

WCG:ts

cc - J. M. Devers
F. A. Query

C
O
P
Y

FEBRUARY 24, 1950

Mr. Hugh Earle,
Collector of Internal Revenue,
Customhouse,
Portland, Oregon

Dear Mr. Earle:

The State, through its Highway Commission, entered into a contract with the Denton Construction Company covering work to be done at Gardiner, whicho contract is identified in our files as No. 2899, and also entered into a contract with the same contractor for work to be done in Madras, which is identified as No. 2944. Those jobs have both been completed and accepted by the State.

The contractor had difficulty in meeting its financial obligations with respect to both contracts, and its bonding company, which is the Glens Falls Indemnity Company, financed both jobs through to completion. Under our law and under the terms of the bond, moneys earned by the contractor but not yet paid belong to the bonding company, and the Commission is ready to release those funds.

Our law provides that state highway funds are trust funds and can be used only for the purpose of highway construction, maintenance, etc. The money which the bonding company advanced was used to pay labor and material claims incurred in connection with the performance of the contracts, and therefore the bonding company is entitled to reimbursement.

The United States Government served on the Highway Commission attachments seeking to recover or to get the control of money due the said contractor in connection with said contracts, which attachments were served in connection with the Government's claim against the contractors for, as I am informed, unpaid income tax obligations. I am told, too, that most of the Government's claim, if not all of it, grew out of obligations entirely unrelated to the State's contracts.

The funds due under the State's contracts have been due and payable for some time. The bonding company is demanding that such funds be paid. I have requested the bonding company to furnish the State with a bond to protect the State against loss in the event the Government's claim on these funds is sustained. If such bond is furnished, I shall feel under obligation and shall feel at liberty to advise the Highway Commission to release to the bonding company moneys due under said contracts.

I am writing this letter so that you may be informed with respect to our position or obligation and our liability to our contractor and to the surety company.

With kindest regards, I am

YOURS VERY TRULY

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer
Mr. Coke

Salem, Oregon
February 24, 1950

C
O
P
Y

Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

In connection with the Denton Construction Company contracts, No. 2899 and 2944, and in addition to what I said to you under date of February twenty-first, it is my understanding that there is owing on the Gardiner contract $7,590.22, and on the Madras contract $1,731.83, making a total of $9,322.05.

The bonding company is ready to give the State a bond to protect the State against loss in the event the Government should prevail in its attachment of moneys due the contractor from the State. May I suggest that you write the bonding company, through Mr. Coke, its attorney, and request that such form of bond be furnished. When that bond has been furnished and is approved as to its form and protective clauses, I shall then advise the Internal Revenue Department that the State is proceeding to release all moneys earned by the contractor and as yet unpaid.

Yours very truly,

/s/ J. M. Devers

J. M. DEVERS

JMD:FW

RECEIVED
FEB 27 1950
FOR FILING

16-10 15
2899

2899-2944
Files

February 20, 1950

REFERRED TO
Mrs Lewis
BY SECRETARY
noted on card

Mr. J. M. Devers
Chief Counsel

I have before me your letter of February 17, 1950, regarding payments to Denton Construction Company under its contracts with the State Highway Commission, No. 2899 for work at Madras and No. 2944 for work performed at Gardiner.

In the second paragraph of your letter concerning the Gardiner job, you mention an amount earned and unpaid of $7,590.22, which you state includes an item designated as retained percentage. Further on in that paragraph you mention a further sum of money held by the State, amounting to $7,373.10, representing monies earned by the Denton Construction Company before default was entered, and you say that this money has been held because of attachment filed by the U. S. Government.

Your letter indicates to me that you believe there are two sums, namely $7,590.22 and $7,373.10, still payable under the Gardiner contract. I checked with our Accounting Department today and learned that the first mentioned sum, viz: $7,590.22, includes the second sum, viz: $7,373.10, and that the difference, amounting to $217.13, represents an increase due to adjustments in the final figures. Due to the fact that the retained percentage represented by the sum of $7,373.10 is being held because of the attachment, it would not be possible to release to the Bonding Company more than the sum of $217.13, if I interpret your letter correctly. The question still remains whether or not the $217.13 was earned subsequent to the time that the Bonding Company assumed responsibility for the project. I shall continue to hold up payment of the entire sum of $7,590.22 until you advise that it is satisfactory to release it.

The amount stated in the third paragraph of your letter, $1,731.83, as being still due and payable to the contractor under the Madras job, has been checked as correct by the Accounting Department. I will not release this payment until advised by you that it is satisfactory to do so.

NOTED ON CARD
2-20-50 gl

Secretary

[illegible]:tm

cc - M. H. Hawke (2)
F. A. Query

Mr. Hawke: Please continue to hold up all payments in connection with both contracts mentioned above until further advised by this office.

2899 Madison

[illegible]son —	181.54 less 61.35 =	?
Port [illegible] & [illegible] —	1471.71 —	pd ?
W. C. Hallman &	231.00 —	pd
Able Coal Co	1020.30 —	not pd
Armco Co	4289.63 —	pd
Jefferson Co —	165.00 —	not pd
S. U. C. C. —	1602.01 —	" "
Ind. Acc. Com. —	227.60 —	" "
Pennell Sand & Gravel —	50.00	not pd.
T. W. Thomas.	230.00	pd
U. S. Coll. of Int Rev —	10,831.82 —	not pd.
Harrington —	520.00	" "
Jas P. Denton Jr.	520 [illegible] 2590	" "
A. Taylor —	1022.00	" "
Jas. C. Denton —	9000	" "

Claims against Madison pd
Denton Coal Co

1600.50

25M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 17, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Mr. Glaisyer:

Some time ago, in fact, back in September, I had occasion to advise you with respect to the Highway Commission's authority to release moneys under the Denton Construction Company contract on the Gardiner job, which moneys were earned by a subconstractor employed by the Denton Construction Company.

I am now told that the Gardiner job is completed, and that there has been earned and unpaid the sum of $7,590.22, which includes an item designated as retained percentage. As I understand all of the facts, the State is at liberty to release this money and pay it to the Bonding Company, which has assumed responsibility for the completion of the job. There is a further sum of money held by the State, namely, the sum of $7,373.10, which I believe had been earned by the Denton Construction Company before the default was entered. This money has been held because of an attachment filed by the United States Government.

I am going into the question as to the obligation, if any, resting on the Highway Commission to withhold those funds under the attachment. It is my opinion at present that that money can also be released, but I will advise you on this later. At a later date, I will also advise you with respect to the Commission's authority to release and pay to the Bonding Company the sum of $1731.32 which has been earned and unpaid in connection with the Madras job.

I hope to be able to give you full advice soon, but in the meantime, I think you should release the money earned by the Bonding Company's subcontractor, but as yet unpaid.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

ANSWERED
GLAISYER

2-20-50 gc

RECEIVED
AUG 29 1949
FOR FILING

16-1015

2899

Files

August 18, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Mr. Newbry:

This is to acknowledge receipt of three copies of an amended claim filed with your office by James G. Denton in the amount of $9,000 against the Denton Construction Company, our contract 2899, your file No. 3183.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

8-18-49 gl

7899

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 16, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

Relative to an amended notice of claim by James C. Denton, in the amount of $9,000.00, referred to in our letter of June 14th and your reply of June 15th, we have received no further information from the attorney who forwarded the amended notice.

We have placed the amended notice on file and are forwarding copies for your information.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
AUG 17 1949
OREGON
STATE HIGHWAY COMMISSION

8-17-49, gr

RECEIVED
AUG 29 1949
FOR FILING

16-1015

2899

2899

Mr Lewis

August 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of an amended claim filed with the Secretary of State by James C. Denton in the amount of $9,000 for salaries, wages and expense moneys against the Denton Construction Company under our contract No. 2899 for regrading, surfacing and other work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as the Glens Falls Indemnity Company appears as surety on Contract 2899.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
8-18-49

COPY

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
Cascade Building

AT[illegible] 9549

520 S. W. 6th Avenue
Portland 4, Oregon

May 31, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

AMENDED CLAIM

Dear Sir:

Notice is hereby given that James C. Denton the undersigned, has a claim for salaries, wages and expense moneys paid by him from his own pocket, in the sum of $[illegible].00 against the bond taken from Albert W. Denton, doing business as Denton Construction Company, as principal, and Glens Falls Indemnity Company as surety, for the work of regrading and oil mat surfacing on the Madras Section of The Dalles-California Highway in Jefferson County, contract no. 2899.

James C. Denton

By his attorney in fact

FRANCIS E. HARRINGTON

Francis E. Harrington

To services as construction superintendent at $[illegible].00 per week and for expense moneys and advances made to the company.

feh/bt

cc J M Coke, atty for
Glens Falls Indem. Co.

ENDORSED:
File No. 31[illegible]3
Filed June 2, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 19 1949
FOR FILING

16-1015

2899

August 12, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission for unpaid withholding taxes in the amountsof $113.74, $314.92 and $993.34, plus penalty and interest.

We are unable to determine accurately just how much of this claim applies to Denton Construction Company's Contracts 2899 and 2944. These two contracts, however, are the only ones which the contractor had in operation with us during the period of this claim.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with Contracts 2899 and 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. John N. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
8-12-49 JC

RECEIVED
AUG 31 1949
FOR FILING

16-1015

2899

August 11, 1949

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Oregon State Highway Commission
Accounting Division
Salem, Oregon

Attention: Carl F. Smith

Re: Denton Construction Company
Your Contracts No. 2944 and No. 2899

Gentlemen:

I acknowledge receipt of your letter of August 9 together with original vouchers on the above two contracts.

I am enclosing herewith properly executed voucher covering estimate No. 11 on Contract No. 2944 in the sum of $16,766.40.

I am also enclosing herewith properly executed estimate voucher No. 13 on Contract No. 2899 for the sum of $1,731.83. In connection with this same contract, as estimate No. 13 is the final estimate, I am also enclosing herewith an executed final certificate.

Thanking you for your cooperation in this matter, I am,

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

By
Its Attorney

RECEIVED
AUG 12 1949
OREGON
STATE HIGHWAY COMMISSION

Jmc fb
enclosures
cc: H. B. Glaysier

RECEIVED
AUG 23 1949
FOR FILING

C O P Y

16-1015

2899

C O P Y

August 9, 1949

John M. Coke, Attorney
c/o Glens Falls Indemnity Company,
1012 Yeon Bldg.,
Portland 4, Oregon.

Dear Sir:

For some little time the Denton Construction Company has had ~~the~~ for signature two estimate vouchers; one for $16,766.40 covering estimate 11 on contract no. 2944; the other for $1,731.83 covering estimate 13 final on contract no.2899, both vouchers being included under the assignment and power of attorney given to you by Mr. Denton.

In view of the fact that tracers to Mr. Denton failed to secure the return of these vouchers properly executed, Mr. H. B. Glaisyer, Secretary of our Commission, has requested me to write up new original vouchers on these two items and mail them to you for signature.

I have accordingly written up new originals and an extra copy in each case for your files and I enclose them herewith for your signature.

Please note that on both vouchers the certificate on the back of the voucher and the assignment form should be signed and the voucher covering the final payment on Contract 2899 also requires the execution of the final release form which is stapled to the vouchers.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By: (signed) Carl F. Smith
Carl F. Smith
Accounting Division

Cfs/rs
encl.
cc H. B. Glaisyer

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 2853 Ends with: Contract# 2899

FLASH CARDS: Continued from Reel 44
Begins every Contract

Remarks:

Reel No. ________ Reduction Ratio 21:1 Project No. ________

Camera: Name Bell & Howell Model File master Film Recordak AHU. MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 16 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R. Lewis ____________________